

ConnectOregon IV Program Application 2011-2012

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- Please read ConnectOregon IV Application Instructions prior to completing this application.
- The Application Instructions, the Draft Project Agreement, and Frequently Asked Questions are available on the ConnectOregon IV Web site: http://www.oregon.gov/ODOT/COMM/CO
- Submission Requirements are detailed in Section 9 of the Application Instructions

Project Summary and Certification

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ORGANIZATION NAME Lost Creek Rock Products LLC	Greg Demers		
ADDRESS PO Box 518	CONTACT PERSON TITLE Member		
CITY, STATE, ZIP Creswell, OR 97426	PHONE 541-953-7866	FAX	
WEB SITE ADDRESS NA	E-MAIL (REQUIRED) gd9825@aol.com		

Project n	ame and	location
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PROJECT NAME	PROJECT LOCATION	STAFF USE ONLY
Green Hill Road Multimodal Facility	Green Hill Road, West Eugene	

Cost summary (These fields will fill automatically as the application is complete	3.	Cost summary	(These	fields will	fill automatically	as the	application is	completed	.)
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a.	ConnectOregon IV grant amount	\$477,286.40
b.	Match amount (20% of grant)	\$119,321.60
C.	ConnectOregon IV loan amount	\$ 0.00
d.	ConnectOregon IV project total	\$596,608.00

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4.	Certification
T.	Ochlineation

I certify that	Lost Creek Rock Products	supports the proposed project,	t, has the legal authority	
	APPLICANT ORGANIZATION			
matching fun	tching funds, and has the legal authority to a ds are available or will be available for the p racting, auditing, underwriting (where applic	proposed project. I understand that	t all State of Oregon	
	Sample Draft Agreement and will sign the			

APPLICANT SIGNATURE	PRINT NAME	DATE /
X / lun	Greg Demers	11/18/11
14		7.07

Project Description

5. Project summary

BRIEF SUMMARY OF PROJECT (MAXIMUM 400 CHARACTERS; FIELD WILL EXPAND AS YOU TYPE)

The project will build a multimodal transfer facility in West Eugene on the Coos Bay Rail Link. The primary product handled will be construction grade rock for the Oregon Coast for which there is high demand. The project will reduce transportation cost, improve connectivity between state regions, and leverage public investments. Implementation is expected to start immediately upon grant execution.

6. Project purpose and description

Project maps must be included with this application. Maximum map size: 11 by 17 inches.

PROJECT DESCRIPTION AND PURPOSE (MAXIMUM 4500 CHARACTERS; FIELD WILL EXPAND AS YOU TYPE)

Lost Creek Rock Products (LCRP) will build a multimodal transfer facility on 6.5 acres of land located on Green Hill Road in West Eugene on the Coos Bay Rail Link (CBR) mainline. Improvements will include two turnouts connecting to the mainline and 1,750' of tangent track (2,506' of track with turnouts) within the property.

The facility will be primarily used to ship construction grade rock to the Oregon Coast. The rock will be trucked from the LCRP-owned Parvin Butte Quarry in Dexter, Oregon, and other local quarries to the Green Hill Road facility where it will be transferred into rail cars. The rock will then be moved by the CBR to LCRP-controlled sites in Mapleton and on the North Spit in Coos Bay. The facility will also be able to handle logs, wood chips and lumber as well as other products should the market demand it.

The Green Hill Road site, formerly used for a sawmill, is approximately 39 acres and zoned industrial. Six and one-half (6.5) acres of the site will be dedicated to the project. LCRP has an option to purchase the 39-acre property for \$250,000 (attached) and will do so within the next six months pending a No Further Action decision by the State DEQ.

Upon completion of the project, first-year volume projections are for 28 to 40 rail cars loaded each week at the facility – the equivalent of 1,456 to 2,080 rail cars annually (about 130,000 to 182,000 tons per year).

The project will result in significant transportation cost savings. A transportation cost study (attached) shows the use of the CBR to transport rock product to the Oregon Coast results in savings of \$10.35 per ton and \$1.55 million annually (as compared to the all-truck alternative).

The project offers strong economic benefits to Oregon. Market research (attached) indicates a high demand at the Oregon Coast for the high-grade basalt rock from Parvin Butte. Uses include ballast rock for railroads, rock used in asphalt and concrete, and jetty rock meeting the high standards set by the Army Corp of Engineers.

The project will build a strategically-located multimodal transfer facility on the rail corridor that connects the Willamette Valley to the Oregon Coast. The CBR rail corridor is presently undergoing a major rehabilitation, overseen by the Oregon International Port of Coos Bay, that will be complete in 2012 (partial service resumed in 2011).

The project leverages \$47.5 million of public investments by the State (\$16.4 million in grants and \$5.4 million in loans) and Federal government (\$25.7 million in grants) in the CBR rail corridor.

The project is expected to be ready for immediate implementation upon execution of the grant agreement. The site is zoned industrial; the property purchase is pending a No Further Action decision by the State DEQ (expected by June 2012); the project has the full support of the CBR; and there are no permitting obstacles.

The total project cost is \$1,182,183 of which \$477,286 is grant and \$119,322 is the required 20% match. LCRP is also making an additional match of \$585,575 which includes \$400,000 for loaders, excavators, and scales, and another \$41,665 for the cost of the 6.5 acres of the property dedicated to the facility.

LCRP is a partnership between ATR Land LLC and McDougal Bros. Investment. The partners also own many land parcels which are related to the timber, commercial, and residential industries including the Parvin Butte Quarry in Dexter, Oregon. Lost Creek is in the process of completing purchases of industrially-zoned sites in West Eugene. LCRP owns the Lane Plywood site which will be developed for rail-served business at a future date, owns the Danebo site, and is leasing the siding track from UP in order to start operations immediately which is an interim solution until the Green Hill site is developed.

7. Project location

LONGITUDE (DEGREES AND 123°12'10.70"W Air	Transit
123°12′10.70″W Air ☐ Marine ☒ Rail ☐ Region 3 ☐ CO Region 4 ☐ ng purposes, when projects are lo	Transit
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123°12′10.70″W Air ☐ Marine ☒ Rail ☐ Region 3 ☐ CO Region 4 ☐ ng purposes, when projects are lo	Transit
Air ☐ Marine ☒ Rail ☐ Region 3 ☐ CO Region 4 ☐ ng purposes, when projects are lo	_ CO Regior
Region 3	_ CO Regior
ng purposes, when projects are lo	•
gion will contain the majority of th	
	C
ents? Yes	
YEARS	20
d maintenance and operation of the	ne
operation of the project?	
of project operation?	□ No
si project operation	
)	operation of the project? of project operation? Years

If yes, project real estate is wholly owned, wh	hat was th	e purchase price of the property?	PURCHASE	PRICE \$0.00
If no, project real estate is partly owned, o for the non-owned portion:	or if no, in	clude the property owner's informa	tion and sig	nature
OWNER NAME		PHONE		
Davidson Industries OWNER ADDRESS		541-284-5800		
PO Box 7		raa .		
OWNER CITY, STATE, ZIP Mapleton, OR 97453		E-MAIL		
				١٢
AUTHORIZED REPRESENTATIVE NAME David Crowell		AUTHORIZED REPRESENTATIVE PHONE	, (,	OP.
AUTHORIZED REPRESENTATIVE ADDRESS		541-284-5800 AUTHORIZED REPRESENTATIVE FAX	- ect T	وحد
PO Box 7		SU	Sch	0
AUTHORIZED REPRESENTATIVE CITY, STATE, ZIP Mapleton, OR 97453		AUTHORIZED REPRESENTATIVE E-MAIL.	of escription of the safe underlying	0
I certify that Lost Creek Rock Products		is authorized to use the real est	ate underlyi	na the
Check if additional owners are listed on Parameters will the property be purchased by the applicant lifyes, is the property in escrow?	nt to comp	lete the project?	\(\times \text{ Yes} \) \(\times \text{ Yes} \)	□ No ⊠ No
Will the property be leased by the applicant? .				⊠ No
Provide any additional real estate details ADDITIONAL DETAILS (MAXIMUM 1600 CHARACTERS; FIELD WILL EXP				ed once

Project Budget and Schedule

19. Identify the source and amount of funds for the project budget, including grants, loans, and matching funds.

			DATE AV	AILABLE	
SOURCE		AMOUNT	CALENDAR YEAR	MONTH	STAFF USE ONLY
a. Grant portion		\$596,608.00	2012	September	0.5047
Required match (For grants: 20% grant project subtotal)	\$119,321.60		2012	September	0.1009
ConnectOregon IV grant amount requested	\$477,286.40		2012	September	0.4037
b. ConnectOregon IV loan port (no match required)				Select	0.0000
c. ConnectOregon IV total (a+b	c. ConnectOregon IV total (a+b)			Select	0.5047
d. Additional applicant match (no	t required)	\$585,575.00		Select	0.4953
	Project total	\$1,182,183.00			1.0000

20. For grant projects, detail the source and timing of the match shown above.

			DATE AVAILABLE			
FUNDS	SOURCE OF FUNDS	AMOUNT	CALENDAR YEAR	MONTH	STAFF USE ONLY	
Labor (payroll)		\$0.00		Select	0.0000	
Contracted services		\$0.00		Select	0.0000	
Materials and supplies		\$0.00		Select	0.0000	
Capital outlay – land (purchase price)	cash	\$41,665.00	2012	June	0.0591	
Capital outlay – buildings		\$0.00		Select	0.0000	
Capital outlay equipment	cash	\$400,000.00	2012	September	0.5675	
Other (describe): Cash 20% match	cash	\$119,321.60	2012	September	0.1693	
Other (describe): Engineering/Prjct Mgmt	cash	\$120,000.00	2012	July	0.1702	
Other (describe): Crushed Surface Lbr & Mtrls	cash	\$16,710.00	2012	September	0.0237	
Other (describe): Clearing & Grubbbing	cash	\$7,200.00	2012	September	0.0102	
Total Total must equal \$704,896.60 1.a.1-Required match + 1.d-Additional applicant match		\$704,896.60			1.0000	

21.	If the ConnectOregon IV project is part of a larger project, describe the scope of the entire project. Include the
	total amounts of public and private investment in the proposed project. Please note which portions of the project are <i>Connect</i> Oregon IV eligible.

DESCRIBE (MAXIMUM 1200 CHARACTERS; FIELD WILL EXPAND AS YOU TYPE)
The COIV project is one part of a much larger investment by the LCRP that will connect the major shortlines in
Oregon and also provide UPRR access for local shippers. In addition to the Green Hill Road project, the LCRP is
developing a transload site on a siding leased from the UPRR in Danebo. The LCRP is also planning to develop a
site with access to the UPRR and with future access to the Central Oregon & Pacific, Portland & Western
Railroad, either on the Danebo site or on an adjacent site, Lane Plywood, that is also owned by LCRP. Related to
these developments, LCRP is leasing with the option to purchase sites in Mapleton and on the North Spit of Coos
Bay, and is acquiring loading/off-loading equipment and railcars. LCRP is also considering future facilities in
Cushman and Reedsport.
- Cuchman and Nocacport
It is expected to take two to three years to develop all of the agreements and the business case for all these
developments to occur.
developments to occur.
The total investment will exceed \$2 million, which the LCRP will fund with cash save for the COIV grant.
The total investment will exceed \$2 million, which the LOTAL will fund with cash save for the COTA grant.
The COIV-funded project will be operational independent of the Danebo and Lane Plywood sites.
The Corvinded project will be operational independent of the Danebo and Lane Flywood sites.
☐ Commitment letters from businesses and organizations, stating their intentions regarding private investment
over a specified period, are included in the Supplemental Information attached to this application and sited in
and the control of th

22. Complete the following tables regarding current and projected milestones for the project. Check to indicate if the project is a construction or a non-construction project.

MILESTONE	CONSTRUCTION PROJECTS	OTHER (NON-CONSTRUCTION) PROJECTS – DESCRIBE
a. Milestone 1	a. Scoping and planning	a.
b. Milestone 2	b. Right-of-way and land acquisition	b.
c. Milestone 3	c. Final Plans/bidding engineering documents	c.
d. Milestone 4	d. Permits	d.
e. Milestone 5	e. Construction contract award	e.
f. Milestone 6	f. Project completion	f.

23. For the milestones identified above, provide the following details:

question # 43.

		STATUS					
MILESTONE	HAS THE MILESTONE BEEN MET?	PROJECTED START DATE OF MILESTONE WORK	ESTIMATED LENGTH OF PROCESS	PROJECTED MILESTONE COMPLETION DATE			
a. Milestone 1	⊠ Yes □ No	3/1/2011	7 months	10/1/2011			
b. Milestone 2	☐ Yes ⊠ No	6/1/2011	12 months	6/1/2012			
c. Milestone 3	☐ Yes ⊠ No	7/1/2012	2 months	9/1/2012			
d. Milestone 4	⊠ Yes □ No						
e. Milestone 5	☐ Yes ⊠ No	9/1/2012	1 day	9/2/2012			
f. Milestone 6	☐ Yes ⊠ No	9/15/2012	3 months	12/15/2012			

24.	Based on the mile	estones	identified	on the	previous	page,	provide	details	of the	proposed	uses	and	amount	of
fun	ds needed to comp	plete ead	ch milesto	ne.										

а	Mί	lestone	1
a .			

			DATE AVAILABLE	
FUNDS	AMOUNT	PART OF GRANT MATCH?	CALENDAR YEAR	MONTH
Labor (payroll)	\$0.00	☐ Yes ☐ No		Select
Contracted services (if known)	\$0.00	☐ Yes ☐ No		Select
Materials and supplies	\$0.00	☐ Yes ☐ No		Select
Capital outlay – land	\$0.00	☐ Yes ☐ No		Select
Capital outlay – buildings	\$0.00	☐ Yes ☐ No		Select
Capital outlay – equipment	\$0.00	☐ Yes ☐ No		Select
Other (describe):	\$0.00	☐ Yes ☐ No		Select
Milestone 1 Total	\$ 0.00			

b. Milestone 2

			DATE AV	AILABLE
FUNDS	AMOUNT	PART OF GRANT MATCH?	CALENDAR YEAR	MONTH
Labor (payroll)	\$0.00	☐ Yes ☐ No		Select
Contracted services (if known)	\$0.00	☐ Yes ☐ No		Select
Materials and supplies	\$0.00	☐ Yes ☐ No		Select
Capital outlay – land	\$41,665.00	⊠ Yes □ No	2012	June
Capital outlay – buildings	\$0.00	☐ Yes ☐ No		Select
Capital outlay – equipment	\$0.00	☐ Yes ☐ No		Select
Other (describe):	\$0.00	☐ Yes ☐ No		Select
Milestone 2 Total	\$41,665.00			

c. Milestone 3

			DATE AV	AILABLE
FUNDS	AMOUNT	PART OF GRANT MATCH?	CALENDAR YEAR	MONTH
Labor (payroll)	\$0.00	☐ Yes ☐ No		Select
Contracted services (if known)	\$90,000.00	⊠ Yes □ No	2012	July
Materials and supplies	\$0.00	☐ Yes ☐ No		Select
Capital outlay – land	\$0.00	☐ Yes ☐ No		Select
Capital outlay – buildings	\$0.00	☐ Yes ☐ No		Select
Capital outlay – equipment	\$0.00	☐ Yes ☐ No		Select
Other (describe):	\$0.00	☐ Yes ☐ No		Select
Milestone 3 Total	\$90,000.00			

d. Milestone 4

			DATE AV	AILABLE
FUNDS	AMOUNT	PART OF GRANT MATCH?	CALENDAR YEAR	MONTH
Labor (payroll)	\$0.00	☐ Yes ☐ No		Select
Contracted services (if known)	\$0.00	☐ Yes ☐ No		Select
Materials and supplies	\$0.00	☐ Yes ☐ No		Select
Capital outlay – land	\$0.00	☐ Yes ☐ No		Select
Capital outlay – buildings	\$0.00	☐ Yes ☐ No		Select
Capital outlay – equipment	\$0.00	☐ Yes ☐ No		Select
Other (describe):	\$0.00	☐ Yes ☐ No		Select
Milestone 4 Total	\$ 0.00			

e. Milestone 5

 \square This milestone is complete or does not apply.

			DATE AV	AILABLE
FUNDS	AMOUNT	PART OF GRANT MATCH?	CALENDAR YEAR	MONTH
Labor (payroll)	\$0.00	☐ Yes ☐ No		Select
Contracted services (if known)	\$0.00	☐ Yes ☐ No		Select
Materials and supplies	\$0.00	☐ Yes ☐ No		Select
Capital outlay – land	\$0.00	☐ Yes ☐ No		Select
Capital outlay – buildings	\$0.00	☐ Yes ☐ No		Select
Capital outlay – equipment	\$0.00	☐ Yes ☐ No		Select
Other (describe):	\$0.00	☐ Yes ☐ No		Select
Milestone 5 Total	\$ 0.00			

f. Milestone 6

☐ This milestone is complete or does not apply.

			DATE AV	AILABLE
FUNDS	AMOUNT	PART OF GRANT MATCH?	CALENDAR YEAR	MONTH
Labor (payroll)	\$10,542.00	⊠ Yes □ No	2012	Septemb
Contracted services (if known)	\$203,580.00	⊠ Yes □ No	2012	Septemb
Materials and supplies	\$436,396.00	⊠ Yes □ No	2012	Septemb
Capital outlay – land	\$0.00	☐ Yes ☐ No		Select
Capital outlay – buildings	\$0.00	☐ Yes ☐ No		Select
Capital outlay – equipment	\$400,000.00	⊠ Yes □ No	2012	Septemb
Other (describe):	\$0.00	☐ Yes ☐ No		Select
Milestone 6 Total	\$1,050,518.00			

Totals

	AMOUNT	STAFF USE ONLY
Labor (payroll)	\$10,542.00	0.0089
Contracted services (if known)	\$293,580.00	0.2483
Materials and supplies	\$436,396.00	0.3691
Capital outlay – land	\$41,665.00	0.0352
Capital outlay – buildings	\$ 0.00	0.0000
Capital outlay – equipment	\$400,000.00	0.3384
Other	\$ 0.00	0.0000
Total	\$1,182,183.00	0.9999

25. Complete the following table regarding pre-construction documentation and permits. (Potential projects are expected to be at varying stages of construction readiness; some of the steps below will not apply, or must be marked "Still required" or "Don't know." See the *Connect*Oregon IV Application Instructions for detailed explanations of the terms below.)

	ENVIRONMENTAL AND PUBLIC INVOLVEMENT					
	STEP			STATUS		
		ALREADY COMPLETED	INCOMPLETE/ UNDERWAY	STILL REQUIRED	NOT APPLICABLE	DON'T KNOW
a.	NEPA Categorical Exclusion (CE)		🗆	🗆	⊠	
b.	NEPA Environmental Assessment (EA)		🗌	🗆	⊠	
C.	Environmental Impact Statement (EIS)		🗆	🗆	⊠	
d.	Air-quality conformity determination		🗌	🗆	⊠	
e.	In-water work permit		🗌		⊠	
f.	Coordination of project approval with any Native American tribe or another state		🗆		⊠	
g.	Stakeholder involvement		🗌	🗆	⊠	
h.	Permits		🗌		⊠	
i.	Other: Industrial Track Agreement with CBR		🛛	🗆	🗆	
j.	Other: <u>Describe</u>		🗆	🗆	🗆	

I. I m. I n. 2 o. (p. (Inclusion in adopted transportation system plan (TSI Inclusion in adopted local comprehensive plan Inclusion in adopted regional transportation plan (RT	ALREADY COMPLETED		STATUS		
I. I m. I n. 2 o. (p. (Inclusion in adopted local comprehensive plan		INCOMPLETE/ UNDERWAY	STILL REQUIRED	NOT APPLICABLE	DON
I. I m. I n. 2 o. (p. (Inclusion in adopted local comprehensive plan					
m. I n. 2 o. (p. (·	<i>'</i>				
n. 2 o. (p. (
o. (Zoning amendment	,				
p. (Goal exception (if required by state planning goals).				 ⊠	
•	Other: Describe		_	_		
q. (Other: Describe		_	 ∏	 	
	DESIGN AND S	PECIFICATION		STATUS		
	SIEF	ALREADY COMPLETED	INCOMPLETE/ UNDERWAY	STILL REQUIRED	NOT APPLICABLE	DON
r. E	Engineering and/or design services contracted			🗆	🗆	
	25% design complete			 	 	
t. 5	50% design complete					
	75% design complete				 	
	Final design complete		🛛			
v. I		П	\bowtie			
	Plans and specifications		······ 🖂 ······	□		
w. F	Plans and specifications Other: <u>Describe</u>					[

RESTRICTION DESCRIPTION	START DATE OF RESTRICTION	END DATE
		OF RESTRICTI
Can the project demonstrate support from public agencies that must app	prove the project?	
	nove the project:	
∑ Yes		
LIST APPROVALS (MAXIMUM 1600 CHARACTERS) This project only requires support from the Coos Bay Rail Link which is	owned by Port of Coos Bay	Please se
the attached letter of support.	owned by Fort of Coos Day.	i icase se
''		
oxtimes Check if documentation of the approval coordination is attached in S	Supplemental Information.	
Describe any unique construction-readiness issues or possible delays ne	ot identified above:	
DESCRIBE (MAXIMUM 1600 CHARACTERS)		
The only possible impediment to this process is the uncertainty of the ti		
remediation on the site. This will drive the closing date for the property property are working with DEQ to a NFA designation.	transaction. The current own	ers of the
property are working with DEQ to a NI A designation.		

2	R	U	1	a	2

		Medium		Low		
a. Desc	cribe the rea	ason for your ans	wer regarding	level of risk.		
The pi	rincipals of		completed hur		/ transactions in the region. This one of the interesting timeline.	does no
		nsible for determi er, construction pr			hat is their level of expertise? (I.e. Ci	ty or
Lost C in the	Creek Rock Willamette		ncipals have b Western Unite	d States for seve	nany property transactions and develoral decades. For areas where they do	
ct Deta	nils					
Does th	ne project in	nprove existing or	r create new ci	ritical links for Or	egon's transportation system?	
⊠ Yes						
	HECK ALL THAT	APPLY:				
	roject					
'	<u> </u>	tes a new link				
	_	oves an existing li	ink			
The p	•	_		on links		
The p	roject impro	oves or creates ne	ew transportati		nat apply)	
The p	roject impro	oves or creates ne een multiple mod	ew transportati es of transport	ation (check all t	nat apply) ☑ freight rail □ transit ⊠ truck	
The p	roject impro	oves or creates not een multiple mod	ew transportati es of transport pipeline	ation (check all t] passenger rail	☑ freight rail ☐ transit ☑ truck	
The p	roject impro	oves or creates not een multiple mod	ew transportati es of transport pipeline pedestrian	ation (check all t] passenger rail personal aut	☑ freight rail ☐ transit ☑ truck	
EXPLAIN This I	roject impro betw continuous betw cont	oves or creates not een multiple mod air marine bus bicycle ansportation networkers; FIELD WILL vides truck-rail con	ew transportati es of transport pipeline pedestrian orks outside O EXPAND AS YOU TYPE nnectivity betw	ation (check all to passenger rail) personal autoregon E). een the Willame	☑ freight rail ☐ transit ☑ truck	
EXPLAIN This p	roject impro betw to tra (MAXIMUM 400 co project prov s shippers	oves or creates not een multiple mod air marine bus bicycle ansportation networkers; FIELD WILL vides truck-rail con	ew transportati es of transport pipeline pedestrian orks outside O EXPAND AS YOU TYPE nnectivity betw connectivity to	ation (check all to passenger rail) personal autoregon E). een the Willame	☑ freight rail ☐ transit ☑ truck omobile te Valley (Eugene) and the Oregon Co	

b. What is anticipated measurement when the project is fully operational? Approx 150,000 tons / year & savings of \$1.55 million / year

employment center?	
⊠ Yes □ No	
IF YES, CHECK ALL THAT APPLY:	
The project	
☐ Creates a new o	onnection
☐ Improves an exi	sting connection
a. This project improves or o	creates access to:
	West Eugene industrial area
☐ Employment center	SPECIFY
☐ This project provides a	SITE NAME CCESS TO
which is a site certified	as "Project Ready" by the Oregon Business Development Department (OBDD). refer to the Application Instructions.
34. Does this project link worke	rs to jobs?
☐ Yes	
EXPLAIN (MAXIMUM 300 CHARACTERS; FI	ELD WILL EXPAND AS YOU TYPE)
a. Which passenger mode	(s) are linked for workers
PASSENGER MODE LINKS (CHECK ALL THE Fixed-route bus	Light rail Air services
Demand-responsive by	
	☐ Commuter rail ☐ Water taxi
Other DESCRIBE (MAXIMUM	75 CHARACTERS)
b. Estimated use by new v	vorkers
•	PER DAY EXPECTED TO USE THE PASSENGER SERVICE WHEN OPENED
EXPLAIN BASIS FOR ESTIMATE (MAXIMUM	1 300 CHARACTERS; FIELD WILL EXPAND AS YOU TYPE)
,	
a. Casaranhia asmisa lava	
c. Geographic service leve	
Rural	
☐ Intra-city (within a town	
☐ Interstate (between sta	tes)

33. Does the project improve an existing transportation connection or add a new connection to an industrial or

35.	Does this project link populations to medical care, social services, or shopping?
	☐ Yes ⊠ No
	EXPLAIN (MAXIMUM 300 CHARACTERS; FIELD WILL EXPAND AS YOU TYPE)
	a. Passenger mode links for medical care, social services, shopping PASSENGER MODE LINKS (CHECK ALL THAT APPLY)
	Fixed-route bus
	☐ Demand-responsive bus ☐ Passenger rail ☐ Ferry
	Commuter rail Water taxi
	Other DESCRIBE (MAXIMUM 75 CHARACTERS)
	b. Estimated use by new passengers
	ESTIMATED NUMBER OF NEW PASSENGERS PER DAY EXPECTED TO USE THE PASSENGER SERVICE WHEN OPENED
	EXPLAIN BASIS FOR ESTIMATE (MAXIMUM 300 CHARACTERS; FIELD WILL EXPAND AS YOU TYPE)
	c. Geographic service level
	IDENTIFY GEOGRAPHIC SERVICE AREA (CHECK ALL THAT APPLY) Rural
	☐ Intra-city (within a town or city) ☐ Intercity (between towns or cities)
	☐ Interstate (between states) ☐ International
36.	Does this project
	increase system capacity?
	relieve a bottleneck or congestion point?
	complete one or more gaps in Oregon's transportation system?
	remove an existing barrier?
	reduce traffic or use conflicts?
	implement technology including Intelligent Transportation Systems? EXPLAIN (MAXIMUM 1250 CHARACTERS; FIELD WILL EXPAND AS YOU TYPE) INCLUDE IN YOUR ANSWER AND ATTACH DOCUMENTATION SUPPORTING YOUR ANSWER.
	SITE IN QUESTION #43
	This provides a direct link between the Willamette Valley and the Oregon Coast that is independent of UPRR-controlled facilities and switching. It provides modal choice to freight shippers where none exists today
	exclusively on the CBR.

information, refer to the Application Instructions	S.		
STATEWIDE BUSINESS CLUSTERS (CHECK ALL THAT APPLY) Agriculture Athletic & Outdoor Gear and Apparel Aviation Bioscience Creative Industries Defense Education Services and Technology Electric Vehicles and Sustainable Trans. Energy Efficiency Environmental Technology and Services Food Processing		Forestry and Wood Products Green Building and Development Manufacturing Nursery Products Semiconductors and Electronics Co Software Solar Fourism and Hospitality Wave Energy Wind Energy	mponents
PROVIDE DETAIL (MAXIMUM 500 CHARACTERS; FIELD WILL EXPAND A This project will support the construction industrials. It will also provide a competitive alternation Longview WA. These products will be able to	ng exported through		
Does this project benefit the Oregon economy (beyond short-term construction jobs) and/or in Yes* No If yes, please complete the following:			on of long-term jobs
Number of long-term (non-construction) jo as a direct result of the project			. 13
b. Average annual wage of long-term (non-c	constru	uction) jobs created or retained	\$50,000.00
c. List up to five businesses that will verify jo	ob crea	ation/retention or new private inves	ment
BUSINESS NAME		NAME OF CONTACT PERSON	CONTACT PERSON PHONE
Lost Creek Rock Products		Mel McDougal	541-895-8788
2.			
3.			
4.			
5.			
d. What is the size of the increase or initial in Oregon as a result of this project?			\$ \$705,000.00
			·
* Required for a yes answer. Commitment question # 43. These letters must be from Oregon and detailing: the number of jobs project, and/or the amount of additional project period of time as a direct result	letters n busing create private of this	nesses or organizations stating the ed or retained over a specific perio investment that the entity would m	Information and sited in ir intention to operate in d of time as a result of this

37. Does the project serve one or more of Oregon's Statewide Business Clusters or the tourism industry? For more

39.	To what extent does this project generate economic stimulus in the state by supporting short-term
	construction-related jobs in Oregon?

i	a. What year were the planning and engineering	, land and	construction c	ost estimates	done f	or this
1	project and by whom:					

YEAR COST ESTIMATE WAS DONE	BUSINESS NAME	ESTIMATE ELEMENT (IF MORE THAN ONE)
1. 2011	H&S Construction	Construction
2. 2011	Wiser Rail	Construction
3. 2011	Rick Franklin Corp.	Construction
4.		
5.		

b.	. For which year are the costs estimated? I.e., the cost estimate was done in 2009 for a project	expected
tc	o occur in 2012 and so the estimator inflated the costs of the project to 2012 dollars; therefore,	the
aı	nswer would be 2012.	

EXPLAIN (MAXIMUM 400 CHARAC 2011	TERS; FIELD WILL EXPAND AS YOU	J TYPE)				
c. The short-run jobs (Calculate the jobs		oject are: 1-5 below. Take the r				
Field 1. Project costs (planning, engineering, land, construction)	Field 2. Inflation Adjustment factor based on year	Field 3. Project cost	Field 4. Result di 1,000,000	vided	by	Field 5. Result multiplied by the job multiplier of 12.5 (Field 4 x 12.5)
\$740,518.00	1.00	740,518			0	9
What is the unemploy	ment rate in the proje	ect area?	l			,
		rea for the last 12 mont		10%	COUNTY	//JURISDICTION
	in Lane County but wi	considerations in the projected also provide a transposition		k to Co	oos Co	ounty where
Does the project impl	rove safety?					
☐ Yes* ⊠ No						
occurred that the potentially occu	is project is addressing rring. Examples includ nented worker safety in	ation or explanation of a g or documentation of a le: reducing trips on a c cidents; non-highway r	high risk o orridor des	or of a signate	safety ed by 0	issue or hazard DDOT as a Safety

EXPLAIN (MAXIMUM 400 CHARACTERS; FIELD WILL EXPAND AS YOU TYPE) PLEASE NOTE THE NUMBER AND TYPE OF INCIDENTS (FATAL ACCIDENT, INJURY ACCIDENT, PROPERTY-DAMAGE ACCIDENT, CRIME, OR OTHER) WITHIN A SPECIFIED TIMEFRAME.

Other Considerations and Information

DESCRIBE

42. Describe any other considerations and information that support why the project should be selected:

This application for ConnectOregon funding has received support letters from Oregon State Senator Floyd Prozanski, Lane County Commissioner Faye Hills Stewart, Union Pacific Railroad, Pacific & Western Railroad, Oregon International Port of Coos Bay, and Benny Hempstead Excavating.

The project leverages significant state and federal investments in the CBR rail corridor. These investments include

FUNDING 2009-PRESENT	LOAN	GRANT	USE
State of Oregon SAFETEA:LU ConnectOregon I ARRA 2009 Oregon Lottery HB5054 ConnectOregon III TIGER II SAFETEA:LU ODOT & FRA Totals	\$5,400,000 \$5,400,000	\$7,200,000 \$4,000,000 \$2,500,000 \$3,500,000 \$7,900,000 \$13,500,000 \$2,500,000 \$1,000,000 \$42,100,000	Rail line purchase Rail line purchase Rail line purchase Rail line purchase Tunnel repair Tunnel/track structure Tunnel/bridge Track structure Marine-benign treated railroad ties Signalized crossings

43. List the supporting materials to be submitted in your paper application packet.

Question #21: Commitment letters from...

1.	Lost Creek Rock Products (this application serves as LCRP's commitment letter)
2.	
3.	
4.	
5.	

Question #28: Documentation of coordination and support of public agencies that must approve the project.

Coos Bay Rail Link letter (attached)
2.
3.
4.
5.

Question #32: Other supporting documents regarding measurement of success of the project.

	2R0194
1. Green Hill F	Road Multimodal Facility - Transportation Cost Analysis
2.	
3.	
Question #36:	Other supporting documents regarding improved reliability of Oregon's transportation system.
1.	
2.	
3.	
Question #38:	Commitment letters from businesses or organizations stating their intention to operate in Oregon and their intentions regarding job creation and private investment plans over a specified period.
1.	
2.	
3.	
4.	
5.	
Other supporting	documents
1. Map - Coos	Bay Rail Link system with LCRP facilities
2. Drawing - G	Green Hill Road Track Plan
3. Lost Creek	Rock Products West Eugene Rail Plan
4. Option Agre	eement - Green Hill Road Property
5. Market Stud	dy: Crush Rock Market Study - Oregon and Major California Markets

Addenda

Attach additional text here as necessary, identifying the question number. Please note: Only additional text contained on this page will be considered as part of this application. Additional pages will not be considered.

MAXIMUM 4500 CHARACTERS		
Question #s 6, 19, & 25. \$400,000	Equipment Cost: loader/excavator - \$175,000; scales - \$75,000; stacker - \$150,000.	Total:
\$ 100,000.		

Additional property owners/lessors

OWNER NAME		PHONE		
OWNER ADDRESS		FAX		
OWNER CITY, STATE, ZIP		E-MAIL		
AUTHORIZED REPRESENTATIVE NAME		AUTHORIZED REPRESENTATIVE PHONE		
AUTHORIZED REPRESENTATIVE ADDRESS		AUTHORIZED REPRESENTATIVE FAX		
AUTHORIZED REPRESENTATIVE CITY, STATE, ZIP		AUTHORIZED REPRESENTATIVE E-MAIL		
PROPERTY OWNER/LESSOR OR AUTHORIZED REPRESENTATIVE SIGNATURE X	PRINT NAME		DATE	
OWNER NAME		PHONE		
OWNER ADDRESS		FAX		
OWNER CITY, STATE, ZIP		E-MAIL		
		•		
AUTHORIZED REPRESENTATIVE NAME		AUTHORIZED REPRESENTATIVE PHONE		
AUTHORIZED REPRESENTATIVE ADDRESS		AUTHORIZED REPRESENTATIVE FAX		
AUTHORIZED REPRESENTATIVE CITY, STATE, ZIP		AUTHORIZED REPRESENTATIVE E-MAIL		
PROPERTY OWNER/LESSOR OR AUTHORIZED REPRESENTATIVE SIGNATURE	PRINT NAME	<u>I</u>	DATE	
X				
OWNER NAME		PHONE		
OWNER ADDRESS		FAX		
OWNER CITY, STATE, ZIP		E-MAIL		
AUTHORIZED REPRESENTATIVE NAME		AUTHORIZED REPRESENTATIVE PHONE		
AUTHORIZED REPRESENTATIVE ADDRESS		AUTHORIZED REPRESENTATIVE FAX		
AUTHORIZED REPRESENTATIVE CITY, STATE, ZIP		AUTHORIZED REPRESENTATIVE E-MAIL		
PROPERTY OWNER/LESSOR OR AUTHORIZED REPRESENTATIVE SIGNATURE	PRINT NAME	l	DATE	
X				

See Application Instructions for submittal requirements.

Attach modal budget here.

ATTACH MODAL BUDGET AS LAST PAGE OF APPLICATION

See application instructions for details.

Modal budget samples and templates

are provided in Application Instructions

ConnectOregon IV Application Checklist

•			ad Multimodal Facility Road, West Eugene
		reek Rock P	
Applic	ant Repres	entative: <u>Gr</u>	eg Demers (reviewed Jim Daly, Tangent Services, 503-928-0731)
	wer Name:		
Revie	wer Phone:	-	
for all	applicable		pe completed by the applicant. Applications that do not contain answers ill be deemed incomplete and will not be forwarded to Modal or Regiona ideration.
compl	leteness. C	arefully revi	s been incorporated into the application to assist applicants with ew your application utilizing the following checklist for completeness. The completed checklist must be submitted as part of each application
	leteness: Summary an Applicant	d Certification N/A □ □ □ □	Question # 1 — Contact Information 2 — Name and location 3 — Cost Summary (completed automatically) 4 — Signature and match to name from contact person listed in Item 1
Project Staff	Description Applicant Applicant Applicant A A A A A A A A A A A A A	N/A	Ouestion # 5 - Project summary 6 - Project purpose and description completed (⋈ Maps included) 7 - Detailed Location 8 - Mode 9 - Region 10 - Taxes - To be verified by ConnectOregon staff 11 - Life of project 12 - Responsible party 13 - Source of operational funds 14 - Funding for operation secured or budgeted (☐ description with No answer) 15 - Real estate (⋈ Signature contact information for No answer) 16 - Property purchase (☐ Escrow answered for Yes answer) 17 - Property Details (optional)
Project Staff	Budget and S Applicant	Schedule N/A	Ouestion # 19 - Source and amount of funds (☐ 19a complete, ☐ 195b complete, ☐ 19c complete) 20 - Source and timing of match (☐ Source, ☐ Amount, ☐ Year and month) 21 - Description of larger project context. (☐ Commitment letters checked)

			2R0194 23 - Milestone details 24 - Milestone budgets 25 - Documentation and permits tables - ALL boxes must be checked 26 - Other permit approvals (Optional) 27 - Construction window limits (Additional information provided for Yes answer)
			28 - Support of public agencies (☐ Approvals listed with Yes answer) 29 - Other construction readiness text box (optional) 30 - Certainty of Schedule (☐ 30a complete, ☐ 30b complete)
Projec	t Details		
Staff	Applicant	N/A	Question # 31 - Improves/creates critical link (☐ Additional checked for Yes answer) 32 - Measure of success (☐ 32a complete, ☐ 32b complete) 33 - Connection to industrial/employment center (☐ Additional checked for Yes answer) (☐ 33a complete)
	\boxtimes		34 – Link workers to jobs (☐ 34a complete, ☐ 34b complete, ☐ 34c complete) 35 – Link to medical, social services, shopping(☐ 36a complete, ☐ 36b complete, ☐ 36c complete)
			36 - All applicable checked (⊠ Explanation provided) 37 - Business Clusters (⊠ Details provided) 38 - Job increase/retention (⊠ 38a complete, ⊠ 38b complete, ⊠ 38c complete, ⊠ 38d complete)(⊠ Commitment letters box checked) (□ Explanation provided)
			39 – Short-term construction related jobs (∑ 39a complete, ∑ 39 complete, ∑ 39c complete)
	\boxtimes		 40 – Unemployment rate (☐ Details provided) 41 – Improve safety (☐ Documentation or explanation provided)
Other	Consideration	s and Information	
Staff	Applicant	N/A	Question # 42 - Other Considerations Text box (optional) 43 - Support materials Question #21 - Commitment letters Question #28 - Public agency coordination Question #32 - Other success measurement support Question #36 - Other reliability support Question #38 - Commitment letters from businesses and organizations Other Supporting documentation
Adden Staff	da Applicant □ □	<u>N/A</u>	Question # Additional text (optional) Additional signature page – (☐ Signatures match names) Modal Budget Attached and complete

APPLICANT NOTES:

STAFF NOTES:		

Applicant Name: Lost Creek Rock Products

Project Name: Green Hill Road Multimodal Facility

Project Estimate						
		Unit of				
Labor Cost:	# of Units	Measure		\$/Unit		Total Cost
Install New 115#RE Jointed Concrete Tie Track	2,506	TF	\$	30.00	\$	75,180.00
Crushed Surfacing Base Course	557	CY	\$	6.00	\$	3,342.00
Culvert - 18"	100	LF	\$	18.00	\$	1,800.00
No. 9 turnout, relay, 115RE	2	LS	\$	30,000.00	\$	60,000.00
CBRL Flagging	10	Day	\$	720.00	\$	7,200.00
Clearing and Grubbing	2	ACRE	\$	3,600.00	\$	7,200.00
Mobilization	1	LS	\$	29,400.00	\$	29,400.00
					\$	-
					\$	-
					\$	-
					\$	-

Labor Subtotal \$ 184,122.00

		Unit of		
Materials Cost:	# of Units	Measure	\$/Unit	Total Cost
Furnish New 115#RE Jointed Concrete Tie Track	2,506	TF	\$ 112.00	\$ 280,672.00
Crushed Surfacing Base Course	557	CY	\$ 24.00	\$ 13,368.00
Culvert - 18"	100	LF	\$ 30.00	\$ 3,000.00
No. 9 turnout, relay, 115RE	2	LS	\$ 60,000.00	\$ 120,000.00
				\$ -

Materials Subtotal \$ 417,040.00

		Unit of		
Miscellaneous Cost:	# of Units	Measure	\$/Unit	Total Cost
Engineering/Permits	1	LS	\$ 90,000.00	\$ 90,000.00
Project Management	1	LS	\$ 30,000.00	\$ 30,000.00
Property Acquisition				\$ -
Environmental Mitigation				\$ -
Earthwork	1,613	CY	\$ 12.00	\$ 19,356.00
Utility Relocation				\$ -

Miscellaneous Subtotal \$ 139,356.00

Total \$ 740,518.00

Prepared by: Wiser Rail Engineering

The above estimate does not include land cost (\$41,665) and equipment (\$400,000), both included in Additional Match. The total project cost with land and equipment is \$1,182,183. Other Additional Match items related to work to be performed by the applicant (shown above) are Crushed Surfacing Base Course (both labor and M&S), Clearing and Grubbing. Other Additional Match items to be contracted are Engineering/Permits and Project Management.

RAIL NETWORK MAP LOST CREEK ROCK PRODUCTS & COOS BAY RAIL LINK



"LCRP" = Lost Creek Rock Products

2R0194

SCALE DESONATO BY: USB No. 100 No. 100

CONCEPTUAL: WORK IN PROGRESS



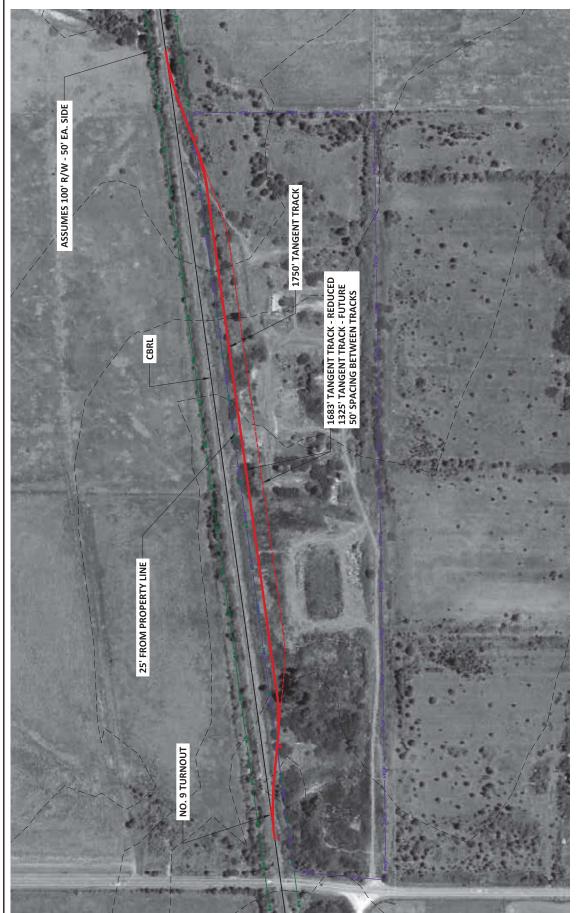


SITE 4: GREENHILL TRACT CONCEPT PLAN

CRESWELL, OREGON

COSESWELL, OREGON

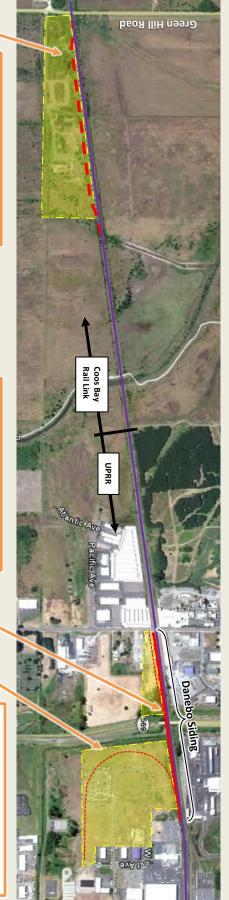
LOST CREEK ROCK PRODUCTS, LLC







LOST CREEK ROCK PRODUCTS **WEST EUGENE RAIL PLAN**



Phase II

MULTIMODAL FACILITY GREEN HILL ROAD

- ConnectOregon IV application
- Owned by Lost Creek R.P.
- Proposal to build 1,750' tangent track with two turnouts
- On the Coos Bay Rail Link (CBR)
- Primary use: truck-rail transfer of products shipped on the CRB to/from Coos Bay / Mapleton
- Capacity for future additional

DANEBO SIDING Phase I

- Leased from UPRR
- Adjacent property owned by Lost Creek R. P.
- Currently being rehabilitated 1,200' of tangent track

by Lost Creek Rock Products

- Interim use: handle cargo Hill site is developed shipped on the CBR for Coos Bay / Mapleton while Green
- Future use: reload facility for products shipped on the UPRR

LANE PLYWOOD Phase III

- Site for potential rail facility development
- Owned by Lost Creek R.P.
- Access to the UPRR, future access to the Central Oregon & Pacific, and the Portland &
- Potential 2,900' track



Oregon Transportation Commission % Oregon Department of Transportation 355 Capitol St. NE Salem, OR 97301-3871 November 20, 2011

Re: ConnectOregon IV Support for Lost Creek Rock Rail Loading Facility in West Eugene

Having a healthy shortline network in the State of Oregon is essential to meeting the state's future transportation and environmental goals. The State has made a major investment in the Coos Bay Rail Link (CBR). To enhance and better protect this investment and to provide modal choices to the southwest region of the State, CBR is in total support of the application by Lost Creek Rock Products.

Lost Creek is planning and developing a rail loading facility on a site in West Eugene with local access to the CBR. Lost Creek plans o load ballast and spec rock for not only the CBR, but for other rock users on the coast. Lost Creek Rock is also exploring the possibility of moving various forest products such as logs and woodchips to the coast.

For Lost Creek to build its facility and transport the spec rock, they will need the cooperation of CBR to install turnouts on our mainline and also pricing for the railcar movements. We have already provided pricing for the movement of rock from the Eugene area to various points on our railroad. When Lost Creek begins to design and build track for these rock movements CBR will work with them to insure that a cost effective project is being built. CBR's goal in this project is to provide the most cost effective means to deliver rock to the coast.

CBR totally supports Lost Creek's application since these rock movements will provide a steady revenue stream to CBR helping us to become more financially viable now and into the future. Regional shippers without any direct rail access will be provided with another modal alternative besides truck. More importantly this project will enhance and further connect Oregon's shortline network.

Sincerely

General Manager

Coos Bay Rail Link

afata

115 Hall Avenue / Coos Bay OR 97420 Phone: 541 266-RAIL (7245) / Fax: 541 266-7244

FLOYD PROZANSKI STATE SENATOR

DISTRICT 4

503-986-1704 - Capitol 541-342-2447 - District

Email: sen.floydprozanski@state.or.us



REPLY TO ADDRESS INDICATED:

900 Court St NE
Salem, OR 97301
P.O. Box 11511
Eugene, OR 97440

November 16, 2011

Oregon Transportation Commission c/o Oregon Department of Transportation 355 Capitol St. NE Salem, OR 97301

Re: Lost Creek Rock Products Lane County Rail Loading Facility

Dear Commissioners.

I am writing in support of Lost Creek Rock Products' proposal to develop a rail loading facility off Greenhill Road along the Coos Bay Rail Link (CBR) in Lane County and its application for ConnectOregon IV funding.

Lost Creek Rock is planning to develop this rail loading facility in far west Eugene with access to the CBR. Lost Creek Rock plans to load ballast rock for the CBR as well as other rock and aggregate materials for construction projects along the coast. The facility will fill a need for a transfer point to the rail mode for products moving to the coast.

Since the state recently made a major investment in the Coos Bay Rail Link (CBR), it would be prudent to support such operations that will use the CBR. The Lost Creek Rock loading facility will provide an ongoing revenue stream to the CBR, helping it to remain financially viable into the future.

The Lost Creek Rock loading facility will provide regional shippers that currently have no direct rail access with a modal alternative to trucking. Currently, it is difficult to secure cost-effective trucking services to the Oregon Coast, particularly for low-cost products such as rock and other aggregate materials. This means that shippers and end-users of those types of products on the coast typically pay more than they would along the I-5 corridor.

Accordingly, I hope the Commission will also support and approve Lost Creek Rock Products' application for ConnectOregon IV funding.

Very truly,

Fløyd Prozanski





October 28, 2011

Oregon Transportation Commission c/o Oregon Department of Transportation 355 Capitol St. NE Salem, OR 97301-3871

Re: ConnectOregon IV Support for Lost Creek Rock Rail Loading Facility in West Eugene

Having an economically viable and cost-effective shortline railroad network functioning as a critical component of the statewide rail system in Oregon is increasingly vital in meeting current and future transportation needs and environmental goals.

The State of Oregon has made several major investments in the Coos Bay rail line, which is now owned by the Oregon International Port of Coos Bay, and is operated by an experienced shortline operator, ARG TRANS, as the Coos Bay Rail Link (Association of American Railroads reporting mark: CBR).

In order to increase the value of those investments, help build car loadings and freight rail revenue, and provide modal choice to the southwest region of the state, the Port is pleased to support the application of Lost Creek Rock Products.

Port staff understands that Lost Creek Rock is planning to develop a rail loading facility on a site in west Eugene with access to the Coos Bay rail line. Lost Creek hopes to load ballast rock for the ongoing rehabilitation of the rail line, as well as provide rock products for a variety of construction projects in the southwest coast region. Lost Creek also is exploring opportunities to move forest products and wood fiber by rail.

The Rock Creek facility will fill a growing need for an intermodal transfer point for truck to rail commodity movements to the southwest coast.

The Port supports the Lost Creek ConnectOregon IV application since products loaded out at this facility will provide an ongoing revenue stream to the CBR, thereby helping the rail line operator remain financially viable. The facility will also provide regional shippers lacking direct rail access a modal alternative to trucking. This project will help sustain the shortline railroad network that provides critical rail connections for Oregon's traded-sector economy.

Sincerel

Martin Callery

Chief Commercial Officer

Oregon International Port of Coos Bay

125 West Central Avenue, Suite 300 / P.O. Box 1215 / Coos Bay, Oregon 97420-0311 Phone: 541 267-7678 / Fax: 541 269-1475 / email: portcoos@portofcoosbay.com / Web: www.portofcoosbay.com

State of Oregon

Tokyc, Japan - Oregon Japan Representative Office / Phone: 81 3 3580-8951 Fax: 81-3-3580-9071 Representative Offices: Taipei, Taiwan, R.O.C. Oregon Trade & Information Center / Phone 886-2-2723-2320 Fax: 886-2-2723-2312



FAYE HILLS STEWART

Lane County Commissioner East Lane District Faye.Stewart@co.lane.or.us

November 14, 2011

Oregon Transportation Commission c/o Oregon Department of Transportation 355 Capital St. NE Salem, Oregon 97301-3871

RE: Connect Oregon IV Project Support

I'm writing to encourage your support for Lost Creek Rock's application for their Rail Loading Facility in West Eugene. As a Lane County Commissioner I recognize the importance of the Coos Bay Rail Line and the potential it has in generating jobs and improving freight movement in Lane, Douglas, and Coos Counties. The Lane County Commissioners have supported and continue to support the Coos Bay Rail Line in the effort to upgrade and improve the rail line and the effort to bring it back into operation. I want to thank the OTC for your support for the rail line in the past.

Lost Creek Rock's effort to build a loading facility in West Eugene is a critical next step in the Coos Bay Rail Line being able to support and improve rail shipments along the rail line. This will lower costs to ship products on the Coos Bay line and make it very competitive to ship products from Eugene to Coos Bay. At the present time I'm not aware of a loading facility in West Eugene on the Coos Bay Rail Line and without one it makes it very difficult to utilize the maximum potential to ship products on the line. I believe that building this facility we will see jobs created and a more efficient alternative to shipping freight to and from Lane County.

Sincerely,

Faye Stewart

Lane County Commissioner

BENNY HEMPSTEAD EXCAVATING, INC.

November 15, 2011

To whom it may concern:

We are a user of rock products on the southern part of the Oregon Coast and we are writing to support the application submitted by Lost Creek Rock Products for Connect Oregon funding.

We are an emerging small business, in a certified hubzone area, performing primarily excavation and site work and we employ twelve people. We have successfully completed many, many small and large projects. Our experience in the southern part of the Oregon Coast dates back to 1995. As you probably suspect, many of those projects required us to import high quality rock. There are few sources of rock in the southern Oregon Coast area and the sources that exist struggle to produce quality rock. As a result, getting rock to our projects has always been critical (transportation of rock is a factor that I believe every good contractor would admit causes him or her to lose sleep). Trucking costs fluctuate with fuel costs, and the availability of trucking subcontractors can also vary dramatically.

It is our understanding that the Lost Creek Products facilities proposed in west Eugene, Reedsport, and Coos Bay anticipate using rail as a primary means of delivering quality rock to southern Oregon Coast. In our opinion, if the Lost Creek Products application is granted, the result would be a great benefit to contractors, owners, and the region. The importance of reliability in terms of quality, price and delivery cannot be overestimated. Currently, contractors are forced to either take huge risks in pricing rock for their projects or include a large contingency amount in their pricing. Neither option is good for contractors or the community. Having a reliable source of quality rock would lessen the burden on contractors and, in turn, lessen the cost to owners. In addition, having modal choice would ensure competitive transportation rates which in turn would enable us to retain our current employees and to potentially hire ten new positions.

We strongly suspect that every owner who anticipates building any sort of infrastructure project and who has any knowledge of the current process for securing quality rock (including the state of Oregon) would agree that the proposed Lost Creek Products facilities are needed and will improve the economic health of the region, which is something that is badly needed.

We support the application submitted by Lost Creek Rock Products and look forward to its approval. We welcome any questions you may have or the opportunity to provide additional information if requested.

Sincerely,

Benny Hempstead, President

Beylloyder

Benny Hempstead Excavating, Inc.

UNION PACIFIC RAILROAD

5424 South East Mcloughlin Boulevard Portland, Oregon 97202

P 503 249 3079

c 503 320 3099

F 402 233 3162

E banelson@up.com

November 16, 2011

Oregon Transportation Commission

c/o Oregon Department of Transportation

355 Capitol St. NE

Salem, OR 97301-3871

Re: Lost Creek Rock Rail Loading Facility Project in West Eugene and Connect Oregon Program

Brock Nelson Director Public Affairs

Funding

Dear Oregon Transportation Commissioners:

On behalf of Union Pacific Railroad (UP), I am writing to inform you of our company's support of the Lost Creek Rock Rail Loading Facility Project in West Eugene that is seeking Connect Oregon (IV) Program funding.

The Lost Creek Rock Rail Loading Facility Project focuses on the loading of rock material at two different sites in West Eugene by leasing a siding from our company to load ballast rock destined for the Coos Bay Rail Link (CBR). The CBR is operating once again between Coos Bay and Eugene where the interchange with UP is located.

Lost Creek is also in the process of developing a site for other products, including rock and wood products to move on the CBR to Coos Bay. The business generated at this facility should provide a revenue stream to help the financial viability of the CBR and strengthening the short line rail network in the state.

Please feel free to contact me if you have any questions.

Sincerely,

Brock Nelson

Director Public Affairs



November 14, 2011

Oregon Transportation Commission c/o Oregon Department of Transportation 355 Capitol St. NE Salem, OR 97301-3871

Re: ConnectOregon IV Support for Lost Creek Rock Rail Loading Facility in West Eugene

Having a healthy shortline network in the State of Oregon is vital to meet future transportation and environmental goals. The State has made a major investment in the Coos Bay Rail Link (CBR). In order to protect that investment and provide modal choice to the southwest region of the State and provide rail connectivity on the shortline network, Portland & Western Railroad, Inc., supports the application of Lost Creek Rock Products.

Lost Creek Rock is planning to develop a rail loading facility on a site in West Eugene with access to the CBR. Lost Creek plans to load ballast rock for the CBR, other rock for construction projects on the coast and elsewhere in the region, as well as forest products.

We support the Lost Creek Rock application since the products that will be loaded out at this facility will provide an ongoing revenue stream to CBR helping them remain financially viable well into the future. It will also provide regional shippers with no direct rail access with a modal alternative to trucking. This project will help lay the groundwork for a better connected shortline network in the future.

Sincerely,

James Irvin

President & General Manager

Green Hill Road Multimodal Facility - Transportation Cost Analysis Final Report

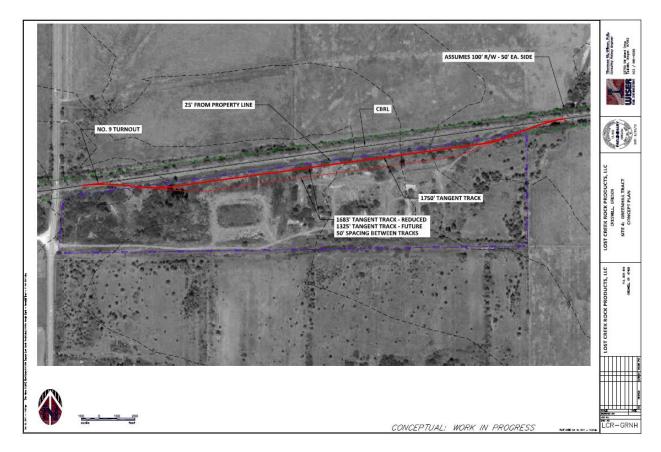
PREPARED FOR

Lost Creek Rock Products LLC

PREPARED BY

Tangent Services Inc. 4160 SE International Way, Suite 206 Milwaukie OR 97222 (503) 594-2101

November 15, 2011



BACKGROUND

Lost Creek Rock Products (LCRP) proposes to build a multimodal (truck to rail) transfer facility on 6.5 acres of land off of Green Hill Road in West Eugene. The site is located on the Coos Bay Rail Link (CBR) mainline. Improvements will include two turnouts connecting to the mainline and 1,750' of tangent track within the property. Please see Appendix III for the facility drawing. LCRP will also acquire approximately \$400,000 of equipment (front end loaders, excavators, scales) for the operation.

The facility will be primarily used to ship construction grade rock to the Oregon Coast. The rock will be trucked from the LCRP-owned Parvin Butte Quarry in Dexter, Oregon and other local quarries to the Green Hill Road facility where it will be transferred into rail cars. The rock will then be moved by the CBR to LCRP-controlled sites in Mapleton and on the North Spit in Coos Bay. Please see Appendix II for a map of the CBR and LCRP network. The facility will also be able to handle logs, wood chips and lumber as well as other products should the market demand it.

The project promises to provide economic benefits to Oregon. Market research indicates a high demand at the Oregon Coast for the high-grade basalt rock from Parvin Butte. Uses include ballast rock for railroads, rock used in asphalt and concrete, and jetty rock meeting the high standards set by the Army Corp of Engineers.

The project would leverage significant public investment in the CBR. All told, \$47.5 million of State of Oregon and U.S. Federal grants and loans have been committed to the rehabilitation of this rail corridor, which connects the Willamette Valley with the Oregon Coast. Please see Appendix I for a more detailed breakdown of CBR funding. This CBR rehabilitation project is scheduled for completion in 2012.

LCRP is a partnership between ATR Land LLC and McDougal Bros. Investment. The partners also own many land parcels which are related to the timber, commercial, and residential industries including the Parvin Butte Quarry in Dexter, Oregon.

STUDY PURPOSE

Tangent Services performed this study for LCRP to determine transportation costs savings related to the development of the Green Hill Road multimodal facility in West Eugene. The study is intended to supplement LCRP's application for State of Oregon ConnectOregon grant funds to be submitted in November 2011.

The study carefully considers the various transportation and operating costs related to a "With Project" case and a "Without Project" case.

• The "With Project" case assumes that crushed rock will be transported by truck from Dexter, Oregon, to the West Eugene (Green Hill Road) site, transloaded from truck to railcar, and then railed by the Coos Bay Rail Link to Mapleton, Oregon, and the North Spit in Coos Bay, Oregon.

 The "Without Project" case assumes that crushed rock will be transported by truck from Dexter directly to Mapleton and the North Spit in Coos Bay. The study compares the relative transportation costs of the two cases during the first full year of operation.

SUMMARY OF RESULTS

The study finds that the total cost of transporting crushed rock, including rail and truck haul, transload, railcar leasing, and facility operating costs, is significantly lower in the "With Project" case. As shown in Table 1 (below), in the first year of operation "With Project" costs total \$1,979,880 while "Without Project" costs total \$3,531,900. This equates to an annual transportation cost savings of \$1,552,020, or \$10.35 per metric ton of product shipped.

Table 2 provides a summary of operating/transload cost assumptions.

ASSUMPTIONS

Cases

- The "With Project" case assumes that crushed rock will be transported by truck from Dexter, Oregon, to the West Eugene (Green Hill Road) site, transloaded from truck to railcar, and then railed by the Coos Bay Rail Link to Mapleton, Oregon, and the North Spit in Coos Bay, Oregon.
- The "Without Project" case assumes that crushed rock will be transported by truck from Dexter directly to Mapleton and the North Spit in Coos Bay.

Volumes

- First-year weekly volumes are projected to be 25 to 35 rail cars of rock product and 3 to 5 railcars of manifest. This equates to between 1,456 and 2,080 railcars in the first year. Total tonnage is estimated at between 130,000 and 182,000 metric tons in the first year. For the purposes of the analysis, an expected case of 1,500 railcars and 150,000 metric tons is used.
- Volumes are distributed 33 percent to Mapleton and 67 percent to Coos Bay.
- Truck loads are 20 metric tons and railcar loads are 100 metric tons.

Distances

- It is 30 truck miles from Dexter to the Green Hill Road site, 77 truck miles from Dexter to Mapleton, and 121 truck miles from Dexter to Coos Bay.
- On the Coos Bay Rail Line it is 44 miles from the Green Hill Road Site to Mapleton and 113 miles from the Green Hill Road site to Coos Bay.

Transportation Costs

- Truck cost is assumed to be \$0.35 per ton-mile for the first 15 miles and \$0.20 per ton-mile for each incremental mile. The source of this figure is the paper, The hidden costs of relocating sand and gravel mines, William K. Jaeger, Department of Agricultural and Resource Economics, Oregon State University (2006). The factor assumes a 20-ton load. The above factors include the return trip of the empty truck. For example, a one-way haul of ten miles and the return trip will result in a cost of \$70 (10 miles * 20 tons * \$0.35).
- Rail line haul cost is assumed to be \$0.04 per ton-mile. The source of this factor is also the
 Jaeger paper cited above. This factor is comparable to actual rail rate quotes which cannot be
 shared due to confidentiality. The above factor includes the return trip of the empty railcar. For
 example, a one-way haul of 50 miles and the return trip will result in a cost of \$200 (50 miles *
 100 tons * \$0.04).

Operating Costs

- Open-top gondola rail cars will be provided by the shipper. It is assumed that 20 railcars will be leased at a rate of \$400 per rail car per month which equates annual cost of \$96,000.
- The cost of equipment (loaders, excavators, scales) is assumed to be \$400,000 amortized over ten years, which equates to \$40,000 per year.
- The cost of land is assumed to be \$41,665 (the purchase cost of 6.5 acres) amortized over ten years, which equates to \$4,167 per year. This figure is rounded up to \$5,000 to account for property taxes.
- Labor at the Green Hill site is assumed to be one full-time equivalent at \$50,000 per year.
- The annual maintenance cost for the facility is assumed to be \$10,000 per year.

TABLE 1
SUMMARY OF RESULTS

		Without Project	With Project	Notes
Α	Volume - Metric Tons	150,000	150,000	Notes
	Volume Distribution (Weighting)	·	·	
В	Destination: Mapleton	33%	33%	
С	Destination: Coos Bay	67%	67%	
	Truck Miles			
Ε	Dexter-Eugene		30	
F	Dexter-Mapleton	77		
G	Dexter-Coos Bay	121		
Н	Weighted Truck Miles	106		(B*F)+(C*G)
	Rail Miles			
1	Eugene-Mapleton		44	
J	Eugene-Coos Bay		113	
Κ	Weighted Rail Miles		90	(B*I)+(C*J)
	Ton-Mile Cost Factors			
L	Truck - 1st 15 miles	\$0.350	\$0.350	Source: Jaeger
M	Truck - Each mile after 15 miles	\$0.200	\$0.200	Source: Jaeger
Ν	Rail		\$0.040	Source: Jaeger
	Transload Cost Factor			
0	Truck to Rail per ton		\$1.34	see Operating Cost table
	Transportation Cost			
Ρ	Truck Cost - 1st 15 mile	\$787,500	\$787,500	(A*H*L)
Q	Truck Cost - Incremental	\$2,744,400	\$450,000	(A*H*M)
R	Rail Cost	\$0	\$541,380	(A*E*N)
S	Subtotal - Transportation	\$3,531,900	\$1,778,880	
T	Transload Cost	\$0	\$201,000	(A*O)
U	Total Cost	\$3,531,900	\$1,979,880	
V	Total Cost / Ton	\$23.55	\$13.20	(U/A)
W	Cost Reduction - With Project		\$1,552,020	Without Project - With Project
X	Cost Reduction / Ton - With Project		\$10.35	(W/A)

TABLE 2
OPERATING COSTS

	Annual	
Category	Expense	Notes
Equipment	\$40,000	The cost of equipment (laoders, excavators, scales) = \$400,000 amortized over ten years.
Land	\$5,000	The cost of land = \$41,665 (the purchase cost of 6.5 acres) amortized over ten years, which equates to \$4,167 per year. This figure is rounded up to \$5,000 to account for property taxes.
Labor	\$50,000	One full-time equivalent.
Rail Equipment Rent	\$96,000	20 railcars leased at a rate of \$400 per rail car per month.
Maintenance	\$10,000	
Total	\$201,000	

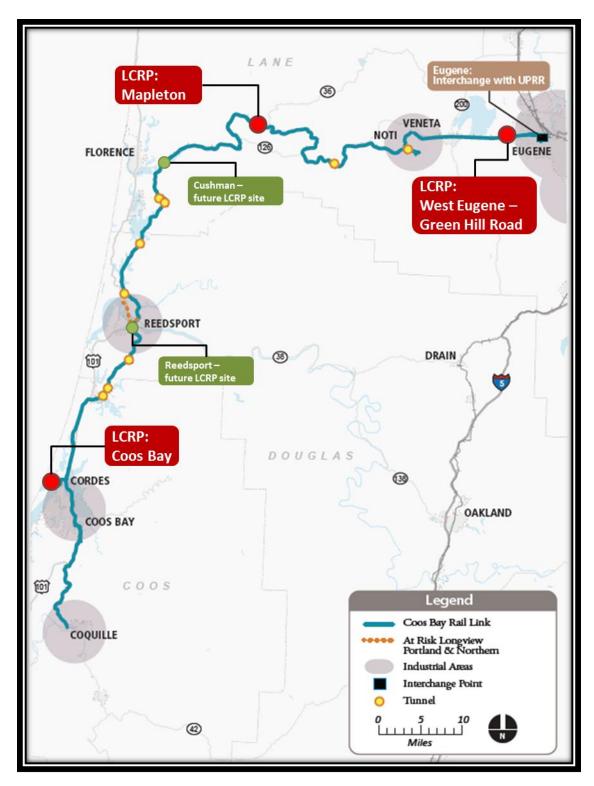
Annual Metric Tons 150,000 Transload Cost / Ton \$1.34

APPENDIX I
COOS BAY RAIL LINE REHABILITATION

Funding 2009-present	Loan	Grant	Use
State of Oregon	\$5,400,000		Rail line purchase
SAFETEA:LU		\$7,200,000	Rail line purchase
ConnectOregon I		\$4,000,000	Rail line purchase
American Recovery & Reinvestment Act 2009		\$2,500,000	Tunnel repair
Oregon Lottery HB5054		\$3,500,000	Tunnel/track structure
ConnectOregon III		\$7,900,000	Tunnel/bridge
TIGER II		\$13,500,000	Track structure
SAFETEA:LU		\$2,500,000	Marine-benign treated railroad ties
Ore. Dept. Transportation & Federal Railroad Admin.		\$1,000,000	Signalized crossings
Totals	\$5,400,000	\$42,100,000	

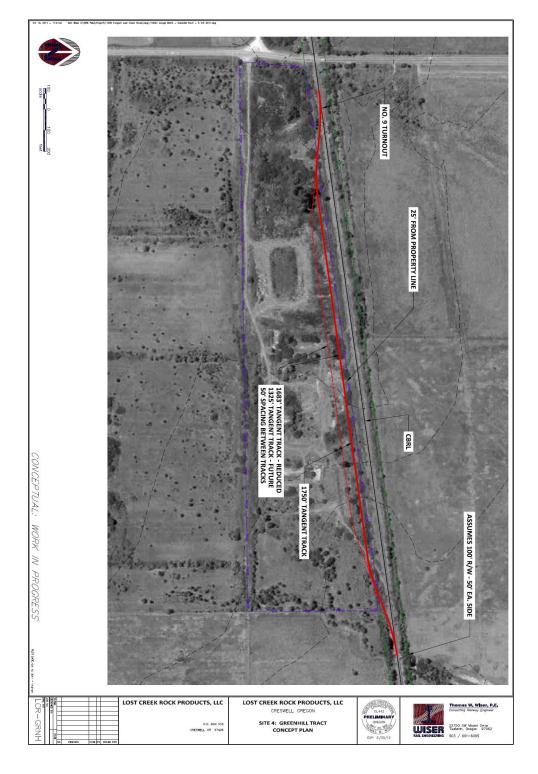
Source: http://coosbayraillink.com/projects.htm, November 15, 2011

APPENDIX II COOS BAY RAIL LINE AND LOST CREEK ROCK PRODUCTS NETWORK MAP



"LCRP" = Lost Creek Rock Products

APPENDIX III DRAWING – GREEN HILL ROAD MULTIMODAL FACILITY



OPTION AGREEMENT

EFFECTIVE

DATE:

October 2/5/, 2011

FROM:

Davidson Industries, Inc., herein called "Owner"

AND:

Lost Creek Rock Products, LLC, herein called "Optionee"

RECITALS:

A. Owner owns the unimproved real property described on the attached **Exhibit A** (Property).

B. Optionee desires to acquire an option to purchase the Property. Owner has agreed to grant Optionee an exclusive option to purchase the Property on the terms and conditions stated herein.

AGREEMENTS:

1. Grant of Option. In consideration of the sum of \$1,000 paid to Owner by Optionee in cash, receipt of which is acknowledged by Owner, Owner grants to Optionee the sole and exclusive option to purchase the Property in the manner and for the price stated in this Agreement.

2. Option Terms

- 2.1 Term. The term of this option shall commence upon execution and shall continue until May 1, 2013.
- 2.2 Exercise of Option. This option shall be exercised by written notice ("exercise notice") given by Optionee to Owner at any time during the term of the option, which notice shall state that Optionee has elected to exercise this option. This option may be exercised only with respect to the entirety of the Property, and nothing contained herein shall be construed as permitting Optionee to purchase less than all of the Property. Upon exercise of this option, Optionee shall be obligated to purchase the Property from Owner for the price set forth herein. Notwithstanding any other provision of this option, Optionee may not exercise until Owner has obtained the NFA(s) described in Section 9.3 below.
- 2.3 Failure to Exercise Option. If Optionee fails for any reason to exercise this option in the manner set forth herein, Optionee shall have no further claim against or interest

OPTION AGREEMENT - Page 1

in the Property or any of the option money paid. In the event of the failure to exercise the option, Optionee shall provide Owner with any instruments that Owner reasonably may deem necessary for the purpose of removing from the public record any cloud on title to the Property which is attributable to the grant or existence of this option. However, no document shall be recorded to put this option of record.

3. Option Money. In payment for Owner's grant of this option, Optionee has paid Owner the sum of \$1,000. If the option is exercised and the Property is acquired by Optionee, then the option payment paid by Optionee shall be credited against the purchase price at closing.

4. Purchase Price

- 4.1 Purchase Price. The purchase price for the Property ("Purchase Price") is \$250,000.
- 4.2 Payment of Purchase Price. The Purchase Price shall be payable as follows:
- **4.2.1** Optionee shall be given credit for the option money payment of \$1,000.
- 4.2.2 Two Hundred Forty-Nine Thousand Dollars (\$249,000) shall be paid in cash upon closing.
- 5. Prorate. Real Property taxes for the current tax year shall be prorated as of the closing date.
- 6. Closing Date. The closing date of the sale of the Property shall be within 20 calendar days after the date of exercise of the option by Optionee, at which time Optionee must pay Owner, in cash, the entire remaining balance of the purchase price.
- 7. Escrow Agent. In the event of exercise of this option, the parties hereby designate Cascade Escrow, Eugene, Oregon to serve as escrow agent for the purpose of closing this sale. The parties shall equally share the costs of closing the escrow.

8. Remedies

8.1 Optionee. If Owner breaches any term or provision of this Agreement, then Optionee, as its exclusive remedy and in lieu of any other relief, will obtain the return of the option money payment previously paid to Owner. Except as noted in this Agreement, Optionee waives the right to pursue any other remedy in law or equity against Owner other than the remedy specified above, including any action for damages, in the event of a default by Owner.

OPTION AGREEMENT - Page 2

- 8.2 Owner. If Optionee breaches any term or provision of this Agreement, and regardless of whether the breach occurs before or after Optionee notifies Owner of the exercise of the option, then Owner, as its exclusive remedy and in lieu of any other relief, shall be entitled to terminate this Agreement by giving Optionee written notice of termination and to retain the option money payment paid by Optionee. Owner expressly waives the right to pursue any other right or remedy in law or equity.
- 8.3 Other Remedies. The limitations on remedies set forth in this section shall not preclude either party from seeking or obtaining injunctive relief or from seeking recovery against the other for causing physical damage or injury to persons or property.
- 9. Conditions Precedent to Closing. In addition to any other conditions contained in this Agreement, set forth below are certain conditions precedent for the benefit of both parties (the "Conditions"). The Conditions are for the benefit of both parties and both parties shall have the right to waive, by written notice, any of the Conditions, at their sole discretion; giving the exercise notice shall not constitute such a waiver. If any Condition is not satisfied or waived on or before the deadline for satisfaction specified herein, then either party shall have the right to terminate this Agreement, at its sole election, by giving the other party notice of termination before the deadline expires, and Optionee shall obtain the return of the option money payments paid. The Conditions specifically delineated in this section are the following:
- 9.1 On the Closing Date, the Title Company (defined below) shall be ready, willing, and able to issue, and shall issue to Optionee on recordation of the Owner's deed mentioned below, the title insurance policy required by Section 11.4.
- 9.2 On or before the Closing Date, each party shall have performed all of the covenants, conditions, agreements, and promises to be performed by it under this Agreement.
- 9.3 Owner shall have obtained one or more "no further action" letters ("NFA") from the Oregon Department of Environmental Quality covering the entire Property.
- Optionee, at Owner's expense, a preliminary title report ("Title Report") covering the Property. The Title Report shall be issued by Cascade Title Company. The Title Report shall be accompanied by legible copies of all plats and exceptions to title referenced in the Title Report ("Exceptions"). Within 20 days of receiving the Title Report and the Exceptions documents, Optionee shall give written notice ("Initial Notice") to Owner of the Exceptions that Optionee shall require Owner to remove of record at or before Closing ("Unacceptable Exceptions"). If Optionee fails to give Owner the Initial Notice, then Optionee shall be deemed to have approved the Title Report. Owner shall have 20 days following receipt of the Initial Notice to give written notice to Optionee ("Reply Notice") of those Unacceptable Exceptions that Owner concludes, in good faith, that Owner cannot or will not remove at or before Closing. Owner shall not have any obligation to institute litigation or spend any sum of money to cure or remove any Exceptions;

provided, however, that Owner shall be obligated to remove, at or before Closing, any Exception created or suffered to be created by Owner that is security for payment of a sum of money (including mortgages, deeds of trust, tax liens, contractor's liens, and judgment liens) and any Exception created, or suffered to be created, by Owner after the Effective Date, except for encumbrances created to obtain or comply with the NFA(s) which shall not be Unacceptable Conditions. Owner agrees to remove all Unacceptable Exceptions not referenced in a duly given Reply Notice. If one or more of the Unacceptable Exceptions cannot be removed at or before Closing and Owner so states in a duly given Reply Notice, then Optionee may exercise any of the following rights by giving written notice to Owner within 15 days of receiving the Reply Notice: (1) Optionee may terminate this Agreement, in which event the option money payment shall be refunded to Optionee and neither party shall have any further liability; or (2) Optionee may accept title to the Property subject to any such Unacceptable Exceptions. The foregoing rights of Optionee shall not be deemed waived by giving the exercise notice. Exceptions that are shown on the Title Report and to which Optionee does not object or to which Optionee agrees, in writing, to waive objection, are referred herein to as the "Permitted Exceptions".

11. Closing

- 11.1 Time and Place. Closing of the sale and purchase of the Property ("Closing") shall occur on a date ("Closing Date") selected by Optionee, but in all events the Closing shall occur within 20 days after the date that the exercise notice is given. The escrow for the Closing shall be established at the office of Cascade Title & Escrow, 811 Willamette Street, Eugene, OR 97401 ("Title Company").
- 11.2 Closing Obligations. On the Closing Date, Owner and Optionee shall deposit the following documents and funds in escrow, and the Escrow Company shall close escrow in accordance with the instructions of Owner and Optionee.

11.2.1 Owner shall deposit the following:

- (1) The conveyance documents described in Section 12, duly executed and acknowledged;
- (2) A duly executed affidavit certifying that Owner is not a foreign person, trust, partnership, or corporation in compliance with the requirements of IRC §1445;
- (3) Such documents as Optionee or the Title Company may reasonably require to evidence the authority of Owner to consummate this transaction; and
- (4) Such other documents and funds, including (without limitation) escrow instructions, as are required of Owner to close the sale in accordance with this Agreement.

OPTION AGREEMENT - Page 4

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11.2.2 Optionee shall deposit the following:

- (1) The cash payment specified in Section 4, minus any credits available to Optionee under the terms of this Agreement;
- (2) Such documents as Owner or the Title Company may reasonably require to evidence the authority of Optionee to consummate the transaction contemplated; and
- (3) Such other documents and funds, including (without limitation) escrow instructions, as are required of Optionee to close the sale and purchase of the Property in accordance with this Agreement.
- 11.3 Costs. Optionee and Owner each shall pay one-half of the escrow fee of the Escrow Company with respect to the Closing. Owner shall pay the premium for the title insurance policy that Owner is obligated to provide to Optionee.
- 11.4 Title Insurance Policies. As soon as practicable after Closing, Owner shall cause the Title Company to issue its standard form Owners' ALTA Title Insurance Policy, in the amount of the Purchase Price, insuring fee simple title to the Property vested in Optionee, subject only to the Permitted Exceptions.
- 12. Conveyance. At the Closing, Owner shall execute, acknowledge, and deliver to Optionee a Statutory Warranty Deed conveying the Property to Optionee, subject only to the Permitted Exceptions.
- 13. Possession. Optionee shall be entitled to exclusive possession of the Property on and after the Closing Date.
- 14. Covenants of Owner. Owner acknowledges that the covenants of Owner contained in this Agreement, including the covenants contained in this Section 14 ("Covenants"), are material inducements to Optionee to enter into this Agreement. The Covenants specifically delineated in this Section are the following:
- 14.1 Ownership. During the term, Owner shall not sell, contract to sell, assign, lease, or otherwise transfer the Property or any part of it, nor grant an option to any third party to acquire all or any portion of it.

15. Warranties and Representations of Owner

15.1 Warranties. Owner acknowledges that the warranties and representations of Owner contained in this Agreement, including the warranties and representations contained in this Section 15 ("Warranties"), are material inducements to Optionee to enter into this Option Agreement. All Warranties, and Optionee's right to assert a breach of them, shall survive

OPTION AGREEMENT - Page 5

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execution of this Agreement, the Closing, and the execution and delivery of the Closing documents. If, before Closing, Optionee discovers or is advised that any of the Warranties was untrue when made, then Optionee shall have the option to either (1) terminate this Agreement and obtain the return of all option money payments paid, or (2) continue this Agreement by waiving any cause of action that Optionee may be entitled to assert against Owner by reason of the breach of the Warranty. Owner warrants and represents to Optionee that the following matters are true and correct:

- 15.1.1 No Condemnation or Assessment Proceedings. There is no pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any part of it and, to the knowledge of Owner, no such proceeding is contemplated by any governmental entity.
- 15.1.2 Litigation. There is no litigation, arbitration, or administrative hearing pending before any governmental authority that concerns or affects the Property or any portion of it and, to the knowledge of Owner, no such proceeding is threatened, except the DEQ process of which Optionee has been informed.
- 15.1.3 Site Conditions. Owner has no knowledge of any pending changes in land use designation (comprehensive plan or zoning ordinance) that apply to the Property. To the knowledge of Owner, there are no material encroachments onto the Property.
- 15.1.4 Status of Owner. Owner warrants that Owner is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in IRC §1445.
- 15.1.5 Breach of Agreements. Neither the execution of this Agreement, nor the execution, delivery, or recordation of any document or agreement referenced herein, nor the exercise of the option and closing of the transaction contemplated herein, constitutes or will constitute a default under any other agreement or contract that relates to the Property or to which Owner is a party.
- 15.1.6 Authority. No consents, documents, or approvals that have not been obtained are necessary to the effectiveness of the grant of the option by Owner.

Optionee represents that, except as specifically set forth in this Agreement, it has accepted and executed this Agreement and will exercise the option and purchase the Property, if at all, on the basis of its own examination and personal knowledge of the Property; that Owner and Owner's agents have made no representations, warranties, or other agreements concerning matters relating to the Property; that Owner and Owner's agents have made no agreement or promise to alter, repair, or improve the Property; and that Optionee will take the Property in the condition, known or unknown, existing at the time of the Closing Date. Specifically, Optionee acknowledges that Optionee has been fully informed as to the environmental condition of the Property to the extent of Owner's knowledge thereof and Optionee waives and releases any and all claims Optionee

may have against Owner arising out of or related to the environmental condition of the Property; and that Optionee will accept the Property subject to, and shall comply with all, NFA(s) and all documents executed in order to obtain and comply with the NFA(s); and as to all such matters shall indemnify and hold Owner harmless therefrom.

- 16. Waiver. Failure by Owner or Optionee to enforce any right under this Agreement shall not be deemed to be a waiver of that right or of any other right.
- 17. Successors and Assigns. Subject to the limitations on Owner's right to convey the Property set forth elsewhere herein, the terms, covenants, and conditions herein contained shall be binding on and inure to the benefit of the heirs, successors, and assigns of Owner and Optionee. Optionee may assign its interest in this Option Agreement and the Property to any entity controlled by Optionee, without the consent of Owner. If such an assignee assumes the obligations of Optionee hereunder, then Optionee shall have no further liability with respect to this Agreement.
- 18. Notices. All notices required or permitted to be given shall be in writing and shall be deemed given and received on personal service or deposit in the United States Mail, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To Owner:

PO Box 7

Mapleton, OR 97453

To Optionee:

PO Box 518

Creswell, OR 97426

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manner set forth above shall be effective when received by the party for whom it is intended.

- 19. Attorney Fees. If litigation is instituted with respect to this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to all other sums and allowable costs, its reasonable attorney fees, both in preparation for and at trial and any appeal or review, such amount to be set by the court before which the matter is heard.
- 20. Risk of Loss. Owner shall bear the risk of all loss or damage to the Property from all causes, through the Closing Date. If, before the Closing Date, and regardless of whether the Exercise Notice has yet been given or is subsequently given, all or any portion of the Property is taken by condemnation, or if any such condemnation is threatened, Owner shall give Optionee written notice of such event. Either party may terminate this Agreement by giving written notice to the other party within 15 days after written notice from Owner of such condemnation, and Owner will return to Optionee the option money payment previously paid. If neither party elects to terminate this Agreement, then this Agreement shall continue in force and, if Optionee

exercises the option and the Property is conveyed to Optionee, then all interest of Owner in and to any condemnation awards that may be payable to Owner on account of such condemnation shall be assigned to Optionee at Closing.

- 21. Integration, Modification, or Amendments. This Agreement contains the entire agreement of the parties with respect to the Property and supersedes all prior written and oral negotiations and agreements with respect to the Property. Any modifications, changes, additions, or deletions to this Agreement must be approved by Owner and Optionee, in writing.
- 22. Representation. Owner and Optionee have each been represented by separate legal counsel of choice with respect to this transaction. Except as otherwise provided in Section 19, each party shall be responsible for all attorney fees incurred by it with respect to this Agreement.
- 23. Counterparts; Pronouns. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and shall be effective when one or more counterparts have been signed and delivered by Owner and Optionee. With respect to any pronouns used, each gender used shall include the other gender and the singular and the plural, as the context may require.
- 24. Governing Law; Interpretation. This Agreement shall be governed by the laws of Oregon. If a court of competent jurisdiction holds any portion of this Agreement to be void or unenforceable as written, Owner and Optionee intend that (1) that portion of this Agreement be enforced to the extent permitted by law, and (2) the balance of this Agreement remain in full force and effect.

OWNER:

Crushed Rock Market Study Oregon and Major California Markets

OREGON

Summary of Sources of Aggregate

Two Types of Aggregate

Sand and Gravel-

Willamette and Umpqua Rivers primary sources of stream gravel. Mines in these area decline as fish and environmental protection issues increase

Concrete Grade-Portland Cement Concrete Grade (PCC), finished concrete, rounded material preferred.

Road Base Grade

Crushed Rock (basalt)

Uses: Asphalt Mix, Road Base, PCC, ballast, Jetty Rock

Per USGS, basalt is approx 50-60% of total aggregate production in Oregon

Existing Quarries

Per 2010 Dogami Permit spreadsheet, there are 516 active basalt sites and 247 sand and gravel sites statewide. The Willamette River Basin counties are listed below:

CountyBasa	lt	Sand/gravel	
Benton 13		6	i i
Clackamas	9	12	₹ <i>™</i>
Lane	21	15	
Linn	34	18	
Marion 17		19	
Mult.	3	6	
Wash	14	2	-
Columbia	11	5	
Yamhill	15	3	
Polk	<u>11</u>	<u>5</u>	
	148	91	

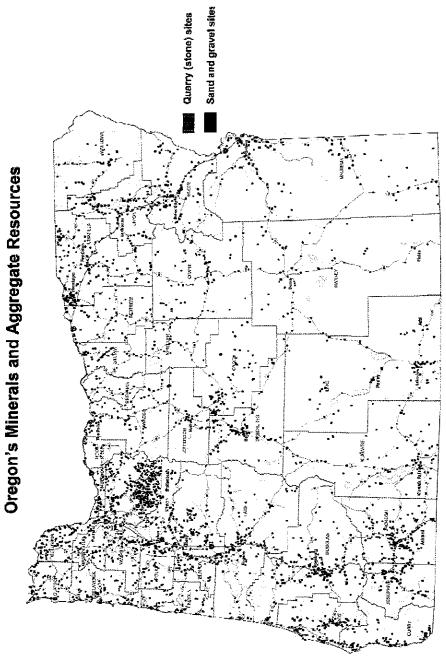


Figure 5. Map depicting approximate location of aggregate sites inventoried by the Industrial Minerals Section of DOGAMI. Figure provided courtesy of DOGAMI. Map does not include all sites on USFS and BLM lands.

Imports

Whelan estimates that approx 2.5 million tons of aggregate imported from Washington

2005 estimates of aggregate shipped from BC to Portland was .5 million tons

Aggregate Production/Demand

2009 total aggregate production (Dogami) in short tons was 28,306,000

Per USGS Mineral Year book 2009, crushed rock adjusted to short ton basis was 14,220,000 tons with unit value of \$6.77 (fob plant).

Sand and gravel production is more prevalent in Willamette River Basin.

Lane County is 70% gravel/30% basalt, or about 1,080,000 tons basalt in 2009.

Eugene basalt prices in 2010 were about \$7.50 fob quarry

Bend Area Pricing is \$16.25 Tumalo/Bend yard, \$8.25 fobTerrebonne Quarry

Mid-Coast Pricing is about \$21/ton Coos Bay and Newport yards, \$11-15 fob inland quarries.

Portland area prices for ODOT spec hard rock ranged from \$9.10 to \$11.40 per ton, truckload quantity fob quarry and Portland area yard. Prices lower if 200 plus tons

			Knife
			River
			Angel
	Glacier Portland Front	Glacier Cobb	Quarry St
ODOT Basalt	St Yard	Beaverton	Helens Rd
3/4"-0"Base	10.95	9.1	11.4
1"-0"	10.95		
1 1/2"-0		8.55	11.4
2 1/2"-0"		10.05	

Character of Demand

Aggregate is a high bulk, low unit value commodity that derives value from being near a market. Therefore, most quarries are in proximity to urban areas.

In many areas of North America, urban areas are impinging on aggregate operations. Local land use conflicts have emerged as residents object to the blasting, dust and heavy trucks associated with an aggregate operation. In many fast growing jurisdictions, aggregate deposits are being depleted or operating costs are being driven up by regulatory constraints, introduced to appease residents, some of which have encroached on existing aggregate operations.

Industry is very competitive, the dominant companies are often highly integrated with cement and construction companies having subsidiaries in both the ready mix and aggregate business. This integrated nature of the business can create obstacles to new entrants.

Portland market is dominated by three integrated companies: Glacier NW (Cal Portland), Knife River and Ross Island (Pamplin Group).

Whelan Study projected average annual aggregate demand of 52,000,000 tons, with 50% of that being in Willamette River Basin.

Transportation Costs

Transportation costs greatly affect cost to end user.

Truck hauling is 75% of hauls, rail 7% and waterway 7% (bal on site).

Jager 2005 estimate cost for typical truck haul has average cost per ton mile of .36 for 15 mile trip.

Rail transport costs about 1/3 of truck

Morse Bros ships approx 500,000 tons from Salem quarry to Portland on its own 17 car unit train via Portland and Western, cost is about \$3 per ton.

Barge cost from *BC to Portland* is \$8-10 per ton, plus off loading costs for total cost of \$14.50-16.50 per ton.

Cost to move by ship is about one half the cost of barging, about \$4.50 per ton per GE Bridges.

Barge cost from Columbia gravel deposits to Ross Island are about \$3 per ton

Limitation for reliance on distant aggregate is the additional trucking cost to sites not close to off loading sites. 10-20 miles of trucking can add \$4-6 to off loaded import price

CALIFORNIA

Aggregate Production/Demand

Per USGS Mineral Year book 2009, *crushed* rock adjusted to short ton basis was 37,260,000 tons with unit value of \$8.22 (fob plant).

Crushed rock accounts for about 30% of aggregate produced.

The quantity of aggregate shipped from Canada and Mexico has remained fairly constant at about 2 to 3 million tons annually.

California is a particularly attractive market for BC suppliers because of its large population (35 million/Canada 32 million), it is experiencing rapid coastal urbanization, depleting reserves and regulatory problems facing many in-state producers.

The best BC export market is the San Francisco Bay area, which consumes about 12 million tonnes (10.8 Million Short tons) of crushed rock and 23 million tonnes (20.7 short tones) sand and gravel annually. Although, the Los Angeles and San Diego market consumes almost four times more (nearly 90,000 (81,000 short tons) tonnes/yr.) prices are generally lower than in the San Francisco Bay area.

California is depleting its existing reserves and as urbanization continues many of the best deposits will never be developed due to social, environmental or economic factors. In many cases the land is more valuable for housing and the aggregate reserves will never be developed.

Approval of new aggregate reserves in California is expensive and timeconsuming. As fewer of the smaller companies are able to afford the escalating development costs, the number of closures is exceeding new approvals. In the San Francisco area the number of aggregate reserves decreased by nearly a third over the 1980s and 1990s -- from 32 to 23 and from 81 to 56 in Southern California.

Export Considerations/History

Obtaining a strategic ship-unloading site in the US is a critical factor in the feasibility of aggregate exports -- existing port facilities tend to be tightly controlled by companies who can dominate material flows.

Aggregates are a low-valued commodity -- unloading sites for aggregates tend to be scarce, since they must compete with other higher-value imports (e.g. containers).

In the San Francisco Bay area there are essentially two main companies with marine terminals suitable for receiving bulk carrier shipments -- Hanson Aggregates West and RMC Industries. Although, important in the area, the Lehigh and Cal Cement terminals are relatively distant from the San Francisco Bay.

In California, Hanson entered into a five-year contract with the Port of San Francisco to develop a bulk cargo terminal at Pier 94. In the San Francisco area, Hanson is also offloading BC aggregate at the Port of Redwood 10 (in the south Bay area) for the ready-mix market, once the ships have been partially offloaded at Pier 94 to accommodate the shallower 30-ft channel depth. Hanson is also building a new terminal in the northern San Francisco Bay area (Richmond). When completed, there will be three bulk carrier unloading sites for BC aggregate (San Francisco, Redwood City, Richmond.

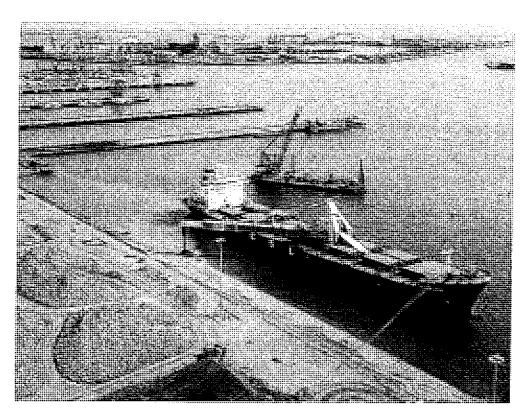
The Canadian Steamship Lines (CSL) has been transporting gypsum from the Baja to Los Angeles, San Francisco, Rainer (in Oregon) and Surrey, BC for many years. The gypsum is used for the manufacturer of drywall (i.e., sheetrock in the US) for the building products industry. CSL transports over 2 million tonnes of gypsum annually from Mexico using self-unloading ships.

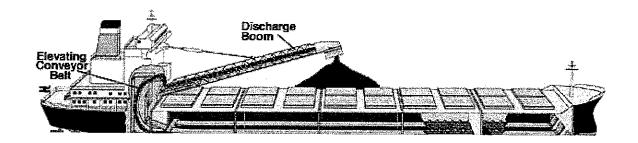
In California, a British firm Hanson Aggregates acquired quarries in the San Francisco Bay area from Kaiser Sand & Gravel, the long standing aggregate supplier in the area. Soon after acquiring Kaiser's assets, some of which were being depleted⁵, Hanson began looking at barging aggregates from Northern California. Although, several shipments were made in ocean-going barges it did not prove to be economic.

In BC, Construction Aggregates Ltd. was purchased by Lehigh Cement, which included the large operation in Sechelt, which started in 1989. Lehigh determined that the Sechelt operation could also supply the Puget Sound market by barge. Although, the California market was much larger than Puget Sound it was nearly 1,000 miles to the south over rough water and transport in ocean-going barges had so far proved to be uneconomic.

Another participant was the Lafarge Group, who operates a limestone and granite quarry on Texada Island. LaFarge was another company with California projects interested in finding a cost-effective alternative to barging to California. Lafarge is a large multinational company involved in the Los Angeles/Long Beach port development requiring large amounts of construction rock. The Los Angeles/Long Beach port is now the second largest container facility in the world

Within the last several years, CSL has commissioned three Panamax "S" class 70,000 dwt bulk carriers with self-discharging unloaders. The CSL self-loading system was originally developed for CSL's Great Lakes cargo ships, which have since been improved by Seabulk Systems Inc. of Vancouver.8 Shown in Figure 3-2 below, the cargo is brought to the ship's deck by an inclined conveyor and discharged at a rate of 4,000 tonnes per hour by a telescopic 260-ft. boom, either directly onto a stockpile or into a receiving facility.





Major Coastal California Sand and Gavel Markets

Market	Volume	Price	Value
	(tonnes/yr.)	(\$US/tonne)	(\$US M/yr.)
San Francisco Bay Area	23,000	8.25	190
Los Angeles/ San Diego Area	88,000	6.00	530

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2009 Tons	1316325.46	627551	TCC / 70	/2,484,87	532413.73	0	412775.21	947909.15	302104.46	658772	1045952 27	109498 79	79612	288065 F	105918	2483347.28	59378 3	248781	1300325.13	284307.19	3631107 75	479295 09	1030008.26	651813	2434397.19	189731.07	1072779	1232043,46	357482.1	290392.75	1123377.38	130066.8	66396,4	474574.71	1997169	12302	756692.5
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000001	756906T	1284929.26	2122999.8	529006.84	0	OF LOCAL	9,5050	1582687	449895.49	1824946	1907431.3	40133.51	26905	411145	115600	3162687.5	148890	383076	1454604.32	361280	3931215.96	522875.09	1484015.53	297888	4138908.33	448856	1210835	910292.35	103751	4025/6.75	1085369.1	295784	/6147	261034	413136/	97977	1291461
3270515	CTC0/77	1345867.89	2209159	639820	О	EA1123 E	140000 F	1.198233.54	442756.5	2277880.5	2071823	35896.05	162121.35	310854	89000	5172444.41	351180	575128.3	1026081	157640	4263521.24	370638.8	2050401.44	499242	4016035	564193	16/4800	1096640.19	32	354532.95	2077777	209044.75	1009091	40/234.04	3128340	DOCZT	1318993

TABLE 3 CRUSHED STONE SOLD OR USED IN THE UNITED STATES, BY GEOGRAPHIC DIVISION $^{\rm 1/2}$

(Thousand metric tons and thousand dollars)

	20	008 ^r	20	09
Region/division	Quantity	Value	Quantity	Value
Northeast:				
New England	37,600	385,000	34,100	376,000
Middle Atlantic		1,680,000	135,000	1,510,000
Total	197,000	2,060,000	169,000	1,510,000
Midwest:				1,580,000
East North Central	226,000	1,780,000	187,000	1,500,000
West North Central	162,000	1,340,000	138,000	1,240,000
Total	388,000	3,130,000	325,000	2,750,000
South:			323,500	2,750,000
South Atlantic	310,000	3,690,000	228,000	2,860,000
East South Central	153.000	1,340.000	124,000	1,220,000
West South Central	237,000	1,800,000	183,000	1,400,000
Total	700,000	6,830,000	535,000	5,470,000
West:			727,300	5,470,000
Mountain	71,100	545,000	57,700	440.000
Pacific	102,000	1,080,000	79,800	764,000
Total	173,000	1,620,000	138,000	1,200,000
Grand total	1,460,000	13,600,000	1,170,000	11,300.000
Pevised			-,,	. 1,200,000

Revised

TABLE 4 CRUSHED STONE SOLD OR USED BY PRODUCERS IN THE UNITED STATES, BY STATE AND TERRITORIES¹

		2008 ^r			2009	
	Quantity			Quantity		
Q.	(thousand	Value	Unit	(thousand	Value	Unit
State	metric tons)	(thousands)	value	metric tons)	(thousands)	value
Alabama	50,000 ²	\$370,000	\$7 40	36,400	\$332,000	\$9.1
Alaska	1,990	31,400	15 81	1,940	34,800	
Arizona	15,300	153,000	9.97	9,120		17 93
Arkansas	32,200 2	241,000	7.49	30,000	80,000	8.77
California	51,400	572,000	11 13 2	•	217,000	7.23
Colorado	9.590	71.300	7 44	41,400	378,000	9 13
Connecticut	9,640	106,000	10 95	6,970	63,200	9 06
Delaware ³	w	700.000 W		8,030	101,000	12 53
Florida	68,400		W	W	W	W
Georgia	61,900 ²	894,000	13 06	48,600	643,000	13 23
Hawaii		666,000 ²	10 76 ²	45,100	518,000	11 49
Idaho	7,410	134,000	18 04	5,920	101,000	17 07
Illinois	5,950	38,800	6.51^{-2}	4,410	30,800	7 00
Indiana	67,600	613,000	9 07 ²	56,500	513,000	9 07
owa	51,800	352,000	6 79	44,100	290,000	6 57
	38,700	312,000	8 05	32,600	297,000	9 12
Cansas	23,100	180,000 2	7 80 2	17,200	143.000	8 34
Centucky	52,700	422,000	8 02	44,300	389,000	
couisiana ³ ce footnotes at end of table	W	w	W	W	389,000 W	8 78 W

Data are rounded to no more than three significant digits; may not add to totals shown

²Does not include American Samoa, Guam, Puerto Rico, and the U.S. Virgin Islands

TABLE 4—Continued CRUSHED STONE SOLD OR USED BY PRODUCERS IN THE UNITED STATES, BY STATE AND TERRITORIES¹

		2008 ^r			2009	
	Quantity			Quantity		
	(thousand	Value	Unit	(thousand	Value	Unit
State	metric tons)	(thousands)	value	metric tons)	(thousands)	value
Maine	4,020	33,900	8 42 2	3,600	31,600	8 7
Maryland	26,100	237,000	9.08^{-2}	22,300	200,000	8.9:
Massachusetts	11,200	130,000	II 58 ²	10,500	122,000	11.59
Michigan	26,100	136,000	5.20	20,400	115,000	5 66
Minnesota	10,300	122,000	11.76	8,670	110.000	12 73
Mississippi ³	4,380 2	88,800 ²	20.29 2	3,130	63,400	20 25
Missouri	76,400	614,000	8 04	67,700	598,000	8 83
Montana	1.980	14,000	7 05	1,990	20,400	10.25
Nebraska	7,960 ²	78,100 ²	9812	6.340	59,700	9 42
Nevada	10,200	95,100	9.31 2	8,290	90,500	10 92
New Hampshire	5,170 ²	50,900 2	9 83 ²	4,680	47,000	10.06
New Jersey	17,900 2	155,000 ²	8.66 ²	14,500	124,000	8.51
New Mexico	7,020	43,400	6 18	6,130	40,200	6 56
New York	41,000	384,000	9 37	37.200	410,000	11 03
North Carolina	57,500 ²	806,000 ²	14.03 ²	38,500	584,000	15.15
North Dakota	26 ²	133 2	5 12 ²	985	3.980	
Ohio	54,100	446,000	8 25 ²			4 04
Oklahoma	47,200	345,000	7 32 2	36,800 st	A. A. T.	9 08
Oregon	23,500	174,000	7 40	15,800	200,000	8 35
Pennsylvania	101,000	1,140,000 ²	11 26		119,000	7.52
Rhode Island	1,840	17,900	9.70 ²	83,000	975,000	11 74
South Carolina	22,500 2	235,000 ²	10 41 2	1,820	20,200	11 10
South Dakota	5,390 ²	34,300 ²	6.37 ²	18,200	201,000	11 04
Tennessee	46,200 ²	461,000 ²	9 97 2	4,450	29,300	6 58
Texas	150,000	1,100,000	7 34	40,100	431,000	10 75
Jtah	8,950	72,700	8 13	110,000	782,000	7 09
Vermont	5,690	47.500	8 34	4,830	39.400	8 17
/irginia	57,400	712,000		5,430	54,900	10.13
Vashington	17,500	168,000	12.40	42,200	577,000	13 67
Vest Virginia	15,200		9 60 B 3 6	14,700	131,000	8 92
Visconsin		127,000	8 36	12,500	126,000	10.04
/yoming	12,100 ²	238,000	9 16 ²	22,900	198,000	8 63
ther	8,760	57,100 2	4 72 2	16,000	75,400	4.71
U.S. total or average	1,460,000	128,000	14.56 ²	6,550	102,000	15.59
Territory		13,600,000	9.36	1,170,000	11,300,000	9 68
merican Samoa ⁴						
uam	(5) 325 ²	(5)	(5)	(5)	(5)	(5)
erto Rico	_	3,780 ²	11.62 2	296	3,380	11 41
rgin Islands	11,000	96,000	8 74	8,370	68,700	8 22
Grand total or average	(5)	(5)	(5)	(5)	(5)	(5)
evised W Withheld to avoid di	1,470,000	13,700,000	9.35	1,180,000	11,400.000	9.69

¹Data are rounded to no more than three significant digits; may not add to totals shown

²Data not revised.

³A significant amount of sold or used material was shipped in from other States.

⁴Includes Tutuila Island and dependencies.

⁵Withheld to avoid disclosing company proprietary data; included in "Grand total or average"

Coastal Rock Prices, FOB Basalf Quarry and Botall Young	(Bandon to Newbort)	2011	Laskey Laskey Main Rock River Mapelto Coos Bay Broadbent Port N. Bend Coos Bay Rock Pr Retail Yd /Mrtyle Pt Orford Yard Yard Pit	\$ 20.00 \$ 11.00 No Spec No Spec	1 Base \$ 15.25 No Spec No Spec	No Spec No Spec \$ 21.50 \$ 10.80 \$ 15.37	ion Base \$ 15.00 No Spec No Spec No Spec	\$ 10.80	JK	\$15.25 \$10.50	\$20.75	\$10.50 \$20.75 \$3.20.75				
			Laskey Coos E Retail	€		1"-0" Base	1 1	3" Open	NON SPEC ROCK	3/4"-0" Base	1"-0" Base	1- 1/2"-0" Base	3"-0" Base \$18			

00.8	Euge sand Crushed river w minus
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Rock Prices 11-2-2010	